

CITY OF EASTVALE CITY COUNCIL REGULAR MEETING AGENDA

Rosa Parks Elementary School 13830 Whispering Hills Drive, Eastvale, CA 92880 Wednesday, April 27, 2016, at 6:30 P.M.

City Council

Ike Bootsma, Mayor Joseph Tessari, Mayor Pro Tem

Councilmembers Clint Lorimore; Adam Rush

Michele Nissen, City Manager John Cavanaugh, City Attorney Marc Donohue, City Clerk

1. CALL TO ORDER

2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE

Invocation led by Pastor James Turner with Eastvale Bible Church

3. PRESENTATIONS/ANNOUNCEMENTS

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.

- 3.1 Proclamation National Prayer Day
- 3.2 Eastvale Community Foundation Update
- 3.3 Public Safety Commission Update
- 3.4 Employee Introduction: Vanessa Lopez, Code Enforcement Officer

4. STUDENT LIAISON REPORT

4.1 Update by Student Liaison Julia Sung

5. PUBLIC COMMENT

City Council Meeting April 27, 2016

This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. Although voluntary, we ask that you fill out a "Speaker Request Form", available at the side table. The completed form is to be submitted to the City Clerk prior to being heard. Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.

6. CONSENT CALENDAR

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. Public comment is limited to two (2) minutes each with a maximum of (6) minutes.

6.1 City Council Meeting Minutes

<u>RECOMMENDATION</u>: Approve the minutes from the regular meeting held on April 13, 2016.

6.2 Warrant Register

<u>RECOMMENDATION</u>: Approve the payment of warrants as submitted by the Finance Department.

6.3 Eastvale Connection

RECOMMENDATION: Receive and file.

6.4 Planning Department Update

RECOMMENDATION: Receive and file.

6.5 Public Works Department Update

RECOMMENDATION: Receive and file.

7. **PUBLIC HEARINGS** - None

The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.

8. CITY COUNCIL BUSINESS

8.1 Commercial Vehicle Parking Ordinance Amendment

<u>RECOMMENDATION</u>: Approve the first reading of an ordinance amending Eastvale municipal code section 10.20.160 relating to commercial vehicle parking, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING SECTION 10.20.160(A) OF CHAPTER 10.20 OF TITLE 10 TO THE EASTVALE MUNICIPAL CODE ESTABLISHING UNLAWFUL PARKING OF COMMERCIAL VEHICLES

8.2 Approval of Parcel Map No. 36487 – Tarpon Property East Side of Hamner Avenue between Bellegrave and Cantu Galleano Ranch Road

<u>RECOMMENDATION</u>: Adopt a resolution approving parcel map no. 36487 project no. 11-0271, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING PARCEL MAP NO. 36487 (PROJECT 11-0271)

8.3 Agreement for Professional Engineering Services for Citywide Truck Route Study

<u>RECOMMENDATION</u>: Approve an agreement with Minagar & Associates, Inc. to conduct a citywide truck route study.

8.4 Renewal of Contract with Calfire for Fire Protection Services

<u>RECOMMENDATION</u>: Approve the cooperative agreement between the County of Riverside and the City of Eastvale for fire protection, fire prevention, rescue and medical emergency services in the amount of \$3,299,903.00.

8.5 By-District Elections for City Councilmembers

RECOMMENDATIONS:

- 1. Review the staff report and presentation by National Demographics Corporation;
- 2. Adopt a resolution with attached schedule set out for moving to by-district voting in time for the November 2016 election, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEDURES FOR ESTABLISHING AND IMPLEMENTING BY-DISTRICT ELECTIONS FOR CITY COUNCILMEMBERS, INCLUDING SPECIFYING CRITERIA FOR ESTABLISHMENT OF THOSE VOTING DISTRICTS

- 3. Set the first public hearing in the process for Wednesday, May 11, 2016 and;
- 4. Request that staff notice such public hearing and post related documents on the city website.

9. CITY MANAGER/CITY STAFF REPORT

10. CITY COUNCIL COMMUNICATIONS

11. COMMITTEE REPORTS

- 11.1 League of California Cities
 - Executive Committee
 - Public Safety Committee
- 11.2 Southern California Association of Governments
- 11.3 Western Riverside Council of Governments
- 11.4 Riverside Transit Agency
- 11.5 Northwest Mosquito and Vector Control District
- 11.6 Riverside County Transportation Commission
- 11.7 Western Riverside County Regional Conversation Agency
- 11.8 Special Events

12. CLOSED SESSION

12.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: Number of cases: ONE

13. ADJOURNMENT

The next regular meeting of the Eastvale City Council will be held on May 11, 2016 at 6:30 p.m. at Rosa Parks Elementary School, 13830 Whispering Hills Drive, Eastvale, CA 92880.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City of Eastvale. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

I, Marc Donohue, City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted seventy-two (72) hours prior to the meeting, per Government Code 54954.2, at the following locations: City Hall, 12363 Limonite Ave. Suite 910; Rosa Parks Elementary School, 13830 Whispering Hills Drive; Eastvale Library, 7447 Scholar Way; and on the City's website (www.eastvaleca.gov)



PROCLAMATION NATIONAL PRAYER DAY MAY 5, 2016

WHEREAS, the National Day of Prayer is a tradition in this country dating back to 1775 and the Continental Congress; and

WHEREAS, in 1988 the first Thursday in May was permanently chosen as National Day of Prayer; and

WHEREAS, at a time in our nation's history when the power of prayer is needed more than ever, it is fitting that individuals come together in the community to publicly demonstrate their faith in the power of divine intercessions; and

WHEREAS, May 5, 2016 has been designated as the National Day of Prayer, it is fitting that we join with Americans across the country, representing all faiths and creeds, to unite in prayer to thank god for the blessings we have received and to ask for the wisdom to meet the challenges of the future.

NOW, THEREFORE, the City Council of the City of Eastvale does hereby proclaim the May 5, 2016 as the National Day of Prayer and urges all citizens to observe this day in keeping with their personal beliefs.

Ike Bootsma, Mayor

MINUTES

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EASTVALE

Wednesday, April 13, 2016 6:30 P.M.

Rosa Parks Elementary School 13830 Whispering Hills Drive, Eastvale, CA 92880

1. CALL TO ORDER – 6:30 p.m.

2. ROLL CALL/PLEDGE OF ALLEGIANCE/INVOCATION

Councilmembers present: Lorimore, Tessari, Bootsma

Councilmembers absent: Rush (entered the meeting at 6:34 p.m.)

Staff present: City Manager Nissen, City Attorney Cavanaugh, Interim Finance Director Riley, Planning Director Norris, City Engineer Indrawan, CEQA Lead Teague and City Clerk Donohue

The invocation was led by Pastor Tim Eaton with Edgewater Lutheran.

The Pledge of Allegiance was led by Councilmember Lorimore

3. PRESENTATIONS/ANNOUNCEMENTS

3.1 National Donate Life Month Proclamation

Councilmember Rush entered the meeting at 6:34 p.m.

Mayor Bootsma presented the proclamation to Ina Brown, OneLegacy Ambassador.

3.2 Legislative Update – Erin Sasse, League of California Cities

Erin Sasse, League of California Cities, provided an update on current and upcoming legislation.

Councilmembers discussed the update and Ms. Sasse answered related questions.

3.3 AB 1826 Waste Management Presentation

Glenda Chavez, Waste Mangement, provided an overview presentation of AB 1826.

Councilmembers discussed the presentation and Ms. Chavez answered related questions.

4. STUDENT LIAISON REPORT

4.1 Julia Sung, Student Liaison, provided a report.

5. PUBLIC COMMENT

Jeanean Gillespie, Keystone Pacific, expressed concern over the traffic/parking issues in the Estancia community.

Belinda Rubenstein, resident, expressed concern over the traffic issues in the Estancia community.

6. CONSENT CALENDAR

6.1 City Council Meeting Minutes

<u>RECOMMENDATION</u>: Approve the minutes from the budget workshop held on March 23, 2016, the regular meeting held on March 23, 2016 and the special meeting held on April 6, 2016.

6.2 Eastvale Connection

RECOMMENDATION: Receive and file.

Motion: Moved by Councilmember Rush, seconded by Councilmember Lorimore to move the consent calendar.

Motion carried 4-0 with Councilmember Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

Mayor Bootsma requested to move the closed session item to the next item on the agenda. There were no objections.

12. CLOSED SESSION

12.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: Number of cases: ONE

City Attorney Cavanaugh stated that there was no reportable action.

7. PUBLIC HEARINGS

7.1 Proposed Changes to the Conditions of Approval Affecting the First Building in the Goodman Commerce Center

<u>RECOMMENDATION</u>: Consider the proposed changes to the conditions of approval for the first building in the Goodman Commerce Center as requested by the applicant and, if appropriate, modify those conditions in connection with:

- Changing the timing of the occupancy of the first industrial building in the Goodman Commerce Center to allow the building to be occupied before some roadway and other infrastructure items are completed;
- Allowing construction to take place inside the building outside of normally permitted hours; and
- Allowing the building to operate with locally generated electricity for up to six months with a possible six month extension.

Planning Director Norris summarized the staff report and made a presentation.

Councilmembers discussed the item and staff answered related questions.

Mayor Bootsma opened the public hearing.

Ward Mace, Goodman Birtcher, thanked the City staff for all their effort on this project and noted that the generators are not expected to cause significant noise issues.

Carolyn Martinez, resident, expressed her concern from the noise of the potential generators and the amount of light at night.

With no other requests to speak, the public hearing was closed.

Planning Director Norris noted that the City Council could consider a condition that would allow 24/7 construction inside the building and 7:00 a.m. to 7:00 p.m. weekday construction on the outside of the building.

Motion: Moved by Councilmember Rush, seconded by Mayor Pro Tem Tessari to move the recommended actions with the amended condition suggested by Planning Director Norris.

Motion carried 4-0 with Councilmember Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

8. CITY COUNCIL BUSINESS

8.1 Procedures for Filling a Vacancy on the City Council

<u>RECOMMENDATION</u>: Determine which method to use to fill the City Council vacancy.

City Attorney Cavanaugh summarized the staff report.

Councilmembers discussed the item and staff answered related questions.

Motion: Moved by Mayor Bootsma, seconded by Councilmember Rush to fill the City Council vacancy by appointment.

Motion carried 4-0 with Councilmember Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

City Attorney Cavanaugh noted that staff will follow the same application time line that was outlined from the last vacancy in July 2014.

8.2 City Council Regional & Committee Appointments

RECOMMENDATIONS:

- 1. Appoint members of the City Council to fill committee vacancies.
- 2. Appoint a member of the City Council to serve as the City's delegate to the Northwest Mosquito Vector Control District

Mayor Bootsma summarized the staff report.

The City Council ratified the following appointments:

- Mayor Pro Tem Tessari as the delegate to the Northwest Mosquito and Vector Control District
- Mayor Bootsma to the Finance Sub-Committee
- Mayor Pro Tem Tessari to the School Committee
- Councilmember Lorimore as the alternate to the Economic Development Committee
- Councilmember Lorimore to the Eastvale Parks Commission
- Councilmember Lorimore to the I-15 Interchange Design Sub-Committee

8.3 Agreement for Professional Auditing Services

RECOMMENDATION: Approve a contract for professional auditing services with Teaman, Ramirez & Smith, Inc.

Interim Finance Director Riley summarized the staff report.

Councilmembers discussed the item and staff answered related questions.

Motion: Moved by Councilmember Rush, seconded by Mayor Pro Tem Tessari to approve the recommended action.

Motion carried 4-0 with Councilmember Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

8.4 BEYOND Framework Fund Program Agreement

RECOMMENDATIONS:

- 1. Approve the funding agreement for BEYOND framework fund program; and
- 2. Authorize the City Manager to execute necessary documents.

City Engineer Indrawan summarized the staff report.

Motion: Moved by Mayor Pro Tem Tessari, seconded by Councilmember Rush to move the recommended actions.

Motion carried 4-0 with Councilmember Lorimore, Rush, Mayor Pro Tem Tessari and Mayor Bootsma voting aye.

9. **CITY MANAGER/CITY STAFF REPORT** - None

10. CITY COUNCIL COMMUNICATIONS

Councilmember Rush passed his sympathies along to City Manager Nissen.

Councilmember Lorimore noted that he recently won the regional election for district 4 for the Southern California Association of Governments.

Mayor Bootsma thanked everyone involved in the recent State of the City event. He also passed his sympathies along to City Manager Nissen.

11. COMMITTEE REPORTS

- 11.1 League of California Cities
 - Executive Committee
 - Public Safety Committee

Councilmember Lorimore provided a report.

11.2 Southern California Association of Governments

Councilmember Lorimore provided a report.

11.3 Western Riverside Council of Governments

No report was given.

11.4 Riverside Transit Agency

No report was given.

11.5 Northwest Mosquito and Vector Control District

No report was given.

11.6 Riverside County Transportation Commission

Councilmember Lorimore provided a report.

11.7 Western Riverside County Regional Conversation Agency

No report was given.

11.8 Special Events

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:53 p.m.

Submitted by Marc Donohue, City Clerk Reviewed and edited by Michele Nissen, City Manager

Respectfully submitted,

Marc Donohue, City Clerk



CITY OF EASTVALE STAFF REPORT

ITEM 6.2

DATE:

APRIL 27, 2016

TO:

HONORABLE MAYOR AND COUNCILMEMBERS

FROM:

JAMES R. RILEY, INTERIM FINANCE DIRECTOR

SUBJECT:

WARRANT REGISTER

RECOMMENDATION: APPROVE THE PAYMENT OF WARRANTS AS SUBMITTED BY THE FINANCE DEPARTMENT

BACKGROUND

The attached list of invoices for services performed was reviewed by the Finance Committee on April 21, 2016 and has been recommended for payment.

DISCUSSION

All of the invoices have been reviewed by the Finance Department for completeness, proper approvals and, if applicable, in accordance with the underlying contracts. All items were properly supported.

FISCAL IMPACT

Funds are available for the payment of the warrants check numbers 13387 through 13454 and wire numbers W674 to W689 for a total of \$1,456,793.25 and payroll in the amount of \$92,975.74 (paid on 3/11/2016, 3/25/2016, 3/29/2016 & 4/08/2016).

STRATEGIC PLAN IMPACT:

Goal 1: Establish a solid fiscal foundation.

The warrants have been reviewed and approved by the Finance Committee on April 21, 2016.

Ike Bootsma, Mayor

Joseph Tessari, Council Member

Accounts Payable

Checks by Date - Detail by Check Date

User:

omacias

Printed:

4/21/2016 9:17 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
10205	Invoice No	Description PUTNER POWER	Reference	
13387	PIT001 FEB2016	PITNEY BOWES POSTAGE REIM-FEB 2016	03/17/2016	500.00
		7	Fotal for Check Number 13387:	500.00
			Total for 3/17/2016:	500,00
674	CBI001 1965319	CBIZ PAYROLL PAYROLL PRCSS CHG/PR DATED 3.11.16	03/23/2016	101.83
			Total for Check Number 674:	101.83
675	JCS001 FEB2016 FEB2016	JCSD WATER/SEWER (BLDG) SVCS/FEB2016 WATER (IRRIGATION) SVCS/FEB 2016	03/23/2016	570.86 87.44
			Total for Check Number 675;	658.30
676	GAS001 7.16.15-2.17.16	SOCALGAS GAS SVC/RIV FIRE STN 27/7.16.15-2.17.16	03/23/2016	1,155.73
			Total for Check Number 676;	1,155.73
677	SCE001 0393/FEB2016 4138/FEB2016 6062/FEB2016 7776/JAN-FEB2016 7776/JAN-FEB2016 7776/JAN-FEB2016 7776/JAN-FEB2016 7776/JAN-FEB2016 7776/JAN-FEB2016 7776/JAN-FEB2016 8726/FEB2016 9269/FEB2016	SOUTHERN CALIFORNIA EDISON ELECTRICAL SVCS-CITY HALL 1.29.16-3.1. ELECTRIC SVC/FIRE STN/7067 HAMNER A ELECTRIC SVC-LMD STREETLIGHT/FEB20 ELECTRIC SVC-LMD STREETLIGHT/FEB20 ELECTRIC SVCS/SIGNALS/STREET LIGHTS ELECTRIC SVCS/FIRE STN/7067 HAMNER AVE/ ELEC SVCS-TRAFFIC SIG SAFETY LIGHTS,		370.17 15.86 110.94 63.37 304.54 62.21 3,950.66 346.61 301.68 150.64 62.21 752.03 279.02
			Total for Check Number 677;	6,769.94
678	TEL001 75875954 75875954 75875954	TELEPACIFIC COMMUNICATIONS TELEPHONE/INTERNET SVCS CITY HALL/ TELEPHONE/INTERNET SVCS CITY HALL/ TELEPHONE/INTERNET SVCS CITY HALL/	03/23/2016	344.00 1,085.25 344.00
			Total for Check Number 678:	1,773.25
13388	AME002 67360	AMERICAN FORENSIC NURSES BLOOD DRAWS/11550/JURUPA VALLEY ST	03/23/2016	120,00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	67492 67574	BLOOD DRAWS/11550/JURUPA VALLEY BLOOD DRAWS/11550/JURUPA VALLEY		120.00 80.00
			Total for Check Number 13388:	320.00
13389	AWE001 21310 21310 21310 21310	AWESOME AWARDS/WESTERN TR BAGDE/NAME PLATE/HOLDER/ C. BRA BAGDE/NAME PLATE/ A. HATCHER BAGDE/NAME PLATE/ M. MARQUEZ OO NAME PLATE/ M. WUENCE	DS	28.35 19.44 19.44 8.91
			Total for Check Number 13389:	76.14
13390	BIO001 31751 31751 31752	BIO-TOX LABORATORIES INC BLOOD DRAWS/11550/RSO-JURUPA BLOOD DRAWS/OTHER/RSO-JURUPA BLOOD DRAWS/23152 \$54/ RSO-JURUPA	03/23/2016	115.70 614.70 54.00
			Total for Check Number 13390:	784.40
13391	CAV001 FEB2016 FEB2016 FEB2016 FEB2016 FEB2016	CAVANAUGH LAW GROUP SVCS/GEN COUNSEL/FEB 2016 SVCS/GEN COUNSEL/EASTVALE V CNT PN#15-1508/SVCS/GEN COUNSEL/FEB 20 PN#15-1605/SVCS/GEN COUNSEL/FEB 20 SVCS/GEN COUNSEL/FEB 2016 PN#12-0005/SVCS/GEN COUNSEL/FEB 20	016	1,590.40 268.80 752.40 1,117.20 22,022.40 68.40
			Total for Check Number 13391:	25,819.60
13392	COR001 160666 160699 160699	CORONA-NORCO UNIFIED SCHOOL CROSSING GUARD SVCS 12/6/15-12/19/1 CROSSING GUARD SVCS 1/17/2016-01/30 CROSSING GUARD SVCS 1/31/2016-02/13	5 D/2(2,231.55 2,008.40 2,008.40
	37		Total for Check Number 13392:	6,248.35
13393	DOJ001 150478	DEPARTMENT OF JUSTICE BLOOD DRAWS/23152/JAN 2016	03/23/2016	350.00
			Total for Check Number 13393:	350.00
13394	FIL001 MAR2016	FILARSKY & WATT LLP LEGAL SVCS/MARCH 2016	03/23/2016	350.00
			Total for Check Number 13394:	350.00
13395	HSW001 MAR2016	H.S. WINDOW CLEANING, INC. WINDOW CLEANING MAR 2016	03/23/2016	25.00
			Total for Check Number 13395;	25.00
13396	HIN001 25240-IN 25240-IN	HINDERLITER, DE LLAMAS & ASSO CONTRACT SVCS/SALES TAX 1ST QTR AUDIT SVCS/ SALES TAX QTR 3 2015	OC. 03/23/2016	975.00 2,065.82
			Total for Check Number 13396:	3,040.82
13397	HOR002	HORIZONS CONSTRUCTION CO IN FIRE STATION #2	T'L 03/23/2016	241,697.27
			Total for Check Number 13397:	241,697.27

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
13398	IBR001	INLAND BLUEPRINT INC IB REPRO	GF 03/23/2016	242.42
	125538	FILE SCAN TO ELECTRONIC FILES		849.42
	125539	FILE SCAN TO ELECTRONIC FILES FILE SCAN TO ELECTRONIC FILES		475.90 649.78
	125540 125541	FILE SCAN TO ELECTRONIC FILES		374.11
	125542	FILE SCAN TO ELECTRONIC FILES		254.77
	125543	FILE SCAN TO ELECTRONIC FILES		587,25
			Total for Check Number 13398:	3,191.23
13399	INT005 MAR2016	INTERIOR PLANT DESIGN MONTHLY MAINT/PLANTS/MAR2016	03/23/2016	50.00
	WARZOTO	MONTHE WAINT BANTOMACOTO		
			Total for Check Number 13399:	50.00
13400	KOS001	KOSMONT COMPANIES	03/23/2016	
	1	LEAL BOV/ SVCS 1/1/16-1/31/16		2,591.20
			Total for Check Number 13400:	2,591.20
13401	MAC001	ORALIA MACIAS	03/23/2016	
13401	MAR2016	EXP RPT/EXCEL 2013 BASICS/MACIAS/	72 73 73 73 73	41.86
	MAR2016	EXP RPT/GOFA-INTMD GOV ACCTG/MA		91.61
			T. 1.C. OL. I.M. I. 12401	
			Total for Check Number 13401;	133.47
13402	MIC003	MICHAEL BAKER INTERNATIONAL ADMIN JAN 16	If 03/23/2016	1,522.50
	934810-JAN2016 934810-JAN2016	COORDINATION WITH OTHER AGENCII	25	1,571.25
	934810-JAN2016	PLANNING COMMISSION ASSISTANCE		27.50
	934810-JAN2016	EXPENSES JAN 16	•••	296.72
	934810-JAN2016	MONTHLY TELEPACIFIC COMMUNICA	ric	-344.00
	934810-JAN2016	BLDG PERMIT REVIEW JAN 16		455.00
	934810-JAN2016	BUS LICENSE REVIEW JAN 16		927.50
	934810-JAN2016	MISC CITY MGR REQ JAN 16		2,558.75
	934810-JAN2016	PUBLIC ASST JAN 2016		4,006.25
	934810-JAN2016	DEPT MGMT JAN 2016		5,670.00
	934810-JAN2016	DEPT STAFF MTGS JAN 2016		972.50
	934841-JAN2016	PN 10-0124 CLEVELAND SQUARE-KB HG		882.70
	934841-JAN2016	PN 11-0271 LEWIS EASTVALE COMM CT		708.44
	934841-JAN2016	PN 11-0558 RICHLAND COMMUNITIES P		185.00 105.00
	934841-JAN2016	PN 12-0051 WALMART SEC LIMONITE/A		1,037.50
	934841-JAN2016 934841-JAN2016	PN 12-0275 LENNAR PAR FOR TRACTS 3 PN 12-0297 TTM 29997 (BONDAR/MCCU)		695.00
	934841-JAN2016	PN 13-0395 VAN DEALE TM 34014 JAN 10		1,346.56
	934841-JAN2016	PN 13-1601 99 CENT STORE JAN 16	,	31.25
	934841-JAN2016	PN 13-1748 PANERA BREAD JAN 16		587.50
	934841-JAN2016	PN 14-0046 WILLIAM LYON HOMES NEX	CU:	340.00
	934841-JAN2016	PN 14-1077 LBA REALTY INDUSTRIAL N	1D	2,064.37
	934841-JAN2016	PN 14-1398 STRATHAM HOMES SENDER	.0	223.75
	934841-JAN2016	PN 14-2039 B OF A AT ENCLAVE MDPR	AN	611.25
	934841-JAN2016	PN 14-2832 MINOR DEVELOPMENT PLA	N-**	131.25
	934841-JAN2016	PN 14-2974 ENCLAVE MARKETPLACE D	ΑY	821.78
	934841-JAN2016	PN 15-0119 MINOR DP FOR PACIFIC FISH		138.75
	934841-JAN2016	PN 15-0132 ENCLAVE MARKETPLACE T		52.50
	934841-JAN2016	PN 15-0551 GCC BP INDUSTRIAL BUILD	INC	967.47 52.50
	934841-JAN2016	PN 15-0692 WELLS FARGO ATM JAN 16	14	625.00
	934841-JAN2016 934841-JAN2016	PN 15-0783 THE RANCH SPECIFIC PLAN PN 15-0913 CHEVRON(FORMER ARCO) I		481.25
	934841-JAN2016 934841-JAN2016	PN 15-0958 EASTVALE MARKETPLACE		162.50
	934841-JAN2016	PN 15-1174 VANTAGE POINT CHURCH J.		140.00
	2240-11-01/11/2010		·	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	934841-JAN2016	PN 15-1273 EASTVALE COMMUNITY PARK		31.25
	934841-JAN2016	PN 15-1282 MICRO DRIVE IMPROVEMENT		556.87
	934841-JAN2016	PN 15-1361 99 CENT STORE CONSTRUCTION		70.00
	934841-JAN2016	PN 15-1508 NEW INDUSTRIAL AT HAMNER		3,408.75
	934841-JAN2016	PN 15-1662 VERIZON WIRELESS-GRAPEWI		452.50
	934919-JAN2016	PN 15-06013 PACIFIC FISH GRILL CUP JAN		215.00
	934919-JAN2016	PN 15-06023 SENDERO TENTATIVE PARCE		743.75
	934919-JAN2016	PN 16-00001 PRE APP FOR ASSISTED LIVIN		96.25
	934920-JAN2016	PN 15-06599 MARSALA KITCHEN TI ON 69		157.50
	934920-JAN2016	PN 15-06844 ENGINEERED PATIO 7644 ALE		35.00
	934920-JAN2016	PN 15-06958 CHEVRON ON 12515 RIVERSID		245.00
	934920-JAN2016	PN 15-07062 MENTORE MEDIA USA AT 376	i e	70.00
	934920-JAN2016	PN 15-07071 T MOBILE TI 5900 FESTIVAL V	ı	183.75
	934920-JAN2016	PN 15-07081 T MOBILE TI 7325 WOODPIGE	1	26.25
	934920-JAN2016	PN 16-00012 AMAZING LASH STUDIO JAN		70.00
	934920-JAN2016	PN 16-00021 CASCO EQUIP CORP CONCRE		43.75
	934920-JAN2016	PN 16-00026 WELLS FARGO SIGNAGE 1257		35.00
	934920-JAN2016	PN 16-00038 PATIO 13055 KISO CT JAN 16		52.50
	934920-JAN2016	PN 16-00049 MASALA RESTAURANT TI JAI		166.25
	934920-JAN2016	PN 16-00065 RAMOS RESIDENCE 13160 DE		218.75
	934921-JAN2016	ECONOMIC DEVELOPMENT WEB SITE JAI		1,217.50
	936463-FEB2016	PUBLIC ASST FEB 16		5,280.00
	936463-FEB2016	DEPT STAFF MTGS FEB 16		1,400,00
	936463-FEB2016	COORDINATION WITH OTHER AGENCIES		653.75
	936463-FEB2016	GENERAL CORRESPONDANCE FEB 16		122.50
	936463-FEB2016	MONTHLY TELEPACIFIC COMMUNICATION		-344.00
	936463-FEB2016	BLDG PERMIT REVIEW FEB 16		700.00
	936463-FEB2016	BUS LICENSE REVIEW FEB 16		700.00
	936463-FEB2016	GENERAL PLNG SVCS FY15-16		3,908.75
	936463-FEB2016	DEPT MGMT FEB 16		5,693.75
	936463-FEB2016	ADMIN FEB 16		1,465.00
	936488-FEB2016	PN 10-0124 CLEVELAND SQUARE-KB HOM	I	1,206.13
	936488-FEB2016	PN 11-0271 LEWIS EASTVALE COMM CTR		718.75
	936488-FEB2016	PN 11-0354 ARCO GAS STATION FEB 2016		17.50
	936488-FEB2016	PN 11-0558 RICHLAND COMMUNITIES PRI		1,065.35
	936488-FEB2016	PN 12-0051 WALMART SEC LIMONITE/ARC		436.25
	936488-FEB2016	PN 12-0275 LENNAR PAR FOR TRACTS 363		297.50
	936488-FEB2016	PN 12-0297 TTM 29997 (BONDAR/MCCUNE		245.00
	936488-FEB2016	PN 12-0750 PAR FOR BIRCHER INDUSTRIA		17.50
	936488-FEB2016	PN 13-0395 VAN DEALE TM 34014 FEB 2010		2,986.54
	936488-FEB2016	PN 13-0510 CUP ALCOHOL SALE FOR LITT		26.25
	936488-FEB2016	PN 13-0541 PLAN CHECK FOR SHOP 2 AT E	Į.	17.50
	936488-FEB2016	PN 13-1748 PANERA BREAD FEB 2016		52.50
	936488-FEB2016	PN 13-1789 ATT AT CEDAR CREEK PARK F	•	26.25
	936488-FEB2016	PN 14-0046 WILLIAM LYON HOMES NEXU		1,455.00
	936488-FEB2016	PN 14-1077 LBA REALTY INDUSTRIAL MD		2,307.50
	936488-FEB2016	PN 14-1398 STRATHAM HOMES SENDERO		668.93
	936488-FEB2016	PN 14-2039 B OF A AT ENCLAVE MDPR AN	I	491.90
	936488-FEB2016	PN 14-2832 MINOR DEV PLAN-14700 RIVER	1	70.00
	936488-FEB2016	PN 15-0119 MINOR DP FOR PACIFIC FISH C		83.75
	936488-FEB2016	PN 15-0132 ENCLAVE MARKETPLACE TEN		236.25
	936488-FEB2016	PN 15-0551 GCC BP INDUSTRIAL BUILDIN		2,678.75
	936488-FEB2016	PN15-0703 IT FOR PANERA AT GATEWAY		31.25
	936488-FEB2016	PN 15-0783 THE RANCH SPECIFIC PLAN FE		1,019.06
	936488-FEB2016	PN 15-0913 CHEVRON PLAN CHECK FEB 2	[148.75
	936488-FEB2016	PN 15-0958 EASTVALE MARKETPLACE FE		52.50
	936488-FEB2016	PN 15-1508 NEW INDUSTRIAL AT HAMNE		5,426.25
	936488-FEB2016	PN 15-1605 GCC SPA FOR BUSINESS PARK		405.00
	936488-FEB2016	PN 15-1662 VERIZON WIRELESS-GRAPEW		87.50

Check Amount	Check Date	Vendor Name	Vendor No	Check No
	Reference	Description	Invoice No	
105.00		PN 15-06013 PACIFIC FISH GRILL CUP I	936493-FEB2016	
27,50		PN 15-06021 INTERSTATE BUSINESS PA	936493-FEB2016	
485,00		PN 15-06023 SENDERO TENTATIVE PA	936493-FEB2016	
828.75		PN 16-00001 PRE-APP FOR ASSISTED L	936493-FEB2016	
105,00		PN 16-00081 CITY ID SIGN AT 4150 HAN	936494-FEB2016	
52,50		PN 16-00121 ALLEN RES 12760 EXCALI	936494-FEB2016	
52.50		PN 16-00142 NOONE RES 6736 MORAB	936494-FEB2016	
52.50		PN 16-00183 SAEED RES 7961 PORT AR	936494-FEB2016	
17.50		PN 16-00210 BOWER RES 6865 EDINBU	936494-FEB2016	
40,00 561.25		ECONOMIC DEVELOPMENT WEB SITE LEAL PROPERTY SPECIFIC PLAN FEB	936495-FEB2016 936496-FEB2016	
82,333.57	otal for Check Number 13402:			
	03/23/2016	MUNICIPAL CODE CORPORATION	MCC001	13403
2,154,24	03/23/2010	SUPPL 6 UPDATE 1 TO THE CODE OF C	267307	13403
750.00		ANNUAL WEB HOSTING/ 3/1/2016-2/28/	267667	
750,00		ANNUAL WEB HOSTING/ 3/1/2010-2/20/	20/00/	
2,904.24	otal for Check Number 13403:			
100.41	03/23/2016	PITNEY BOWES GLOBAL FINANCI	PIT003	13404
160,41		POSTAGE MACHINE LEASE-MAR2016	2816389-MR16	
160.41	otal for Check Number 13404:			
	03/23/2016	RIVERSIDE COUNTY DEPT OF AN	RCA002	13405
6,350.55	**	FIELD SVCS FEB 2016	AN-700	
7,762.50		SHELTER SVCS FEB2016	AN-700	
-11,649.00		LICENSING REVENUE FEB 2016	AN-700	
704.83		OPERATION & MAINTENANCE FEB201	AN-700	
6,711.22		LICENSING SVCS FEB 2016	AN-700	
9,880.10	otal for Check Number 13405;			
	03/23/2016	RIVERSIDE COUNTY SHERIFF DEF	RCS001	13406
20,416,00		LAW ENF/MOTOR TEAM/JAN2016	SH-27821	10.00
5,768.73		LAW ENF/ PATROL OT/JAN2016	SH-27821	
2,406.13		LAW ENF/INVESTIGATOR OT/JAN2016	SH-27821	
39,556,00		LAW ENF/TRAFFIC/JAN2016	SH-27821	
331,613.43		LAW ENF/PATROL/JAN2016	SH-27821	
377,85		LAW ENF/PLAIN UNIT MILEAGE/JAN2	SH-27821	
14,765.30		LAW ENF/CSO/JAN2016	SH-27821	
40,832.00		LAW ENF/ZONE OFFICER/JAN2016	SH-27821	
15,543.71		LAW ENF/PATROL B&W/JAN2016	SH-27821	
817.81		LAW ENF/TRAFFIC OT/JAN2016	SH-27821	
232.88		LAW ENF/MOTOR DIFFERENTIAL/JAN	SH-27821	
331.88		LAW ENF/ADJ INVESTIGATOR OT/JAN	SH-27821	
472,661.72	otal for Check Number 13406:			
	03/23/2016	RIVERSIDE COUNTY TLMA ADMI	RCT001	13407
31,752.06		CITYWIDE MEDIAN NOSE TRTMNT/7.	TL-11980	
2,789.56		CITYWIDE MEDIAN NOSE TRTMNT/10	TL-12103	
749.21		FEB 2016/SLF COSTS (ST. LIGHT FIXTU	TL-12191	
227.23		FEB 2016/SLF COSTS (ST. LIGHT FIXTU	TL-12191	
227.23		FEB 2016/SLF COSTS (ST. LIGHT FIXTU	TL-12191	
458.38		FEB 2016/SLF COSTS (ST. LIGHT FIXTU	TL-12191	
385.05		FEB 2016/SLF COSTS (ST. LIGHT FIXTU	TL-12191	
4,226.54		FEB 2016/SLF COSTS (ST. LIGHT FIXTU	TL-12191	
2,720.50		PN#11-0271/12-0275/1506689/FEB2016/S	TL-12191	
400,80		FEB2016/CHANDLER PAVEMENT REH.	TL-12191	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	TL-12191	FEB2016/SLF COSTS(ST, LIGHT FIXTU		373.84
			Total for Check Number 13407:	44,310.40
13408	PRE003 10140389 10142910	FREEDOM COMMUNCIATIONS HO ORD NO 16-04/MED MARIJUANA PROP PN 15-1508/MAJOR DEV/CIT ACQUSITI	IIBI"	115.20 141.60
			Total for Check Number 13408:	256.80
13409	VER003 INV10278284	VERIZON WIRELESS MONTHLY GPS SVC/3 CITY VEHICLES	03/23/2016 /DE(51,00
			Total for Check Number 13409:	51.00
			Total for 3/23/2016:	907,694.77
13410	CPR001 233780A	CPR SAVERS & FIRST AID SUPPLY CERT SUPPLIES WITH EMPG GRANT F		3,563.93
			Total for Check Number 13410:	3,563.93
13411	MOR003 MAR2016	MORE PREPARED LLC EOC SUPPLIES PAID FOR WITH EMPG	04/04/2016 GR⊅	433.41
			Total for Check Number 13411:	433.41
			Total for 4/4/2016:	3,997.34
13412	AME002 67634	AMERICAN FORENSIC NURSES BLOOD DRAWS/11550/MARCH 2016	04/13/2016	80.00
			Total for Check Number 13412:	80,08
13413	AWE001 21413	AWESOME AWARDS/WESTERN TI PLAQUE/BILL LINK	ROP 04/13/2016	19.44
			Total for Check Number 13413:	19,44
13414	BIO001 31898 31899	BIO-TOX LABORATORIES INC BLOOD DRAWS/11550/FEB 2016 BLOOD DRAWS/ 23152/FEB 2016	04/13/2016	302.50 78.00
			Total for Check Number 13414:	380.50
13415	BMW001 6012851/I	RIDE ON POWERSPORTS INC BMV REPLACE REAR TIRE AND BRAKE PAI		501,40
			Total for Check Number 13415:	501.40
13416	CAL002 JAN-MAR2016 JAN-MAR2016	CALIFORNIA BUILDING STANDAI GREEN FEES JAN-MAR2016 GREEN FEES JAN-MAR2016/10% RETA		952.00 -95.00
	371111111111111111111111111111111111111			
12417	CA \$001	CASH		857.00
15417	FEB-MAR2016 FEB-MAR2016 FEB-MAR2016	DINNER FOR CITY COUNCIL/BUDGET DINNER/CITY COUNCIL/CM/ATTORNE GAS FOR RENTAL VAN TO PURCHASI	WK EY/B	45,80 70.20 16.25
13417	FEB-MAR2016	DINNER/CITY COUNCIL/CM/ATTORNE	EY/B	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	FEB-MAR2016 FEB-MAR2016 FEB-MAR2016 FEB-MAR2016 FEB-MAR2016 FEB-MAR2016 FEB-MAR2016	RFRSHMNTS BUDGET WKSHP/COUNCIL COSTCO/JANITORIAL OFFICE SUPPLIES READ ACROSS AMERICA/STICKERS/HAT REFRESHMNTS/CPUC PUBLIC MTG/2.24,1 OFFICE SUPL/CUBE STORAGE/D, MCCLIS RFRSHMNTS/BUDGET WKSHOP/COUNCIL RFRSHMNTS/IESBDC PUBLIC MTG/3,23.16	6	20.00 96.61 26.16 59.13 34.87 53.38 30.36
			Total for Check Number 13417:	452.76
13418	CAV001 MAR2016 MAR2016 MAR2016 MAR2016 MAR2016 MAR2016 MAR2016	CAVANAUGH LAW GROUP SVCS/GEN COUNSEL/MARCH 2016 SVCS/CITY SOURCED ADMIN/MARCH 201 SVCS/GEN COUNSEL-CODE ENF/MARCH SVCS/GEN COUNSEL/EASTVALE V CNTY PN#11-0271/SVCS/GEN COUNSEL/MARCH PN#15-1508/SVCS/GEN COUNSEL/MARCH PN#12-005/WALMART/SVCS/GEN COUNSEL PN#10-0124/SVCS/GEN COUNSEL/MARCH	2 4 :	19,609.80 2,393.60 1,337.80 172.80 7,022.40 1,048.80 182.40 91.20
			Total for Check Number 13418:	31,858.80
13419	COR001 160797 160797	CORONA-NORCO UNIFIED SCHOOL I CROSSING GUARD SVCS/FEB 14-17, 2016 CROSSING GUARD SVCS/FEB 28-MAR12,		2,008,40 2,231.55
			Total for Check Number 13419:	4,239.95
13420	COV001 1260149218	COVERALL NORTH AMERICA, INC CLEANING SVCS/ APRIL 2016	04/13/2016	300.00
			Total for Check Number 13420:	300.00
13421	DOC001 JAN-MAR2016 JAN-MAR2016	DEPARTMENT OF CONSERVATION SMIP/JAN-MAR 2016 SMIP/JAN-MAR 2016/5% EDUCATION/BLD	04/13/2016	4,249.00 -212,00
			Total for Check Number 13421:	4,037,00
13422	EAS005 108939	EASTVALE GATEWAY III LLC LEASE CITY HALL APR2016	04/13/2016	6,589.36
			Total for Check Number 13422;	6,589.36
13423	FIL001 MAR.30.2016	FILARSKY & WATT LLP LEGAL SVCS/MARCH 2016	04/13/2016	1,330.00
			Total for Check Number 13423:	1,330.00
13424	HOR002 2	HORIZONS CONSTRUCTION CO INT'S FIRE STATION #2	L 04/13/2016	295,968.11
			Total for Check Number 13424	295,968.11
13425	IBR001 125919 126014	INLAND BLUEPRINT INC IB REPROG FILE SCAN TO ELECTRONIC FILES/FIN BO FILE SCAN TO ELECTRONIC FILES/FIN BO	0	355.86 714.42
			Total for Check Number 13425;	1,070.28
13426	IMA001 439466	COPIER SOURCE INC IMAGE SOURCE COPIER LEASE 2/14/16-3/13/16	E 04/13/2016	526.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 13426:	526.52
13428	KIN001	KINDRED RESOURCES	04/13/2016	
	25744	BUSINESS CARDS/ C. BRADSHAW		75.60
			Total for Check Number 13428:	75.60
13429	KOS001 2	KOSMONT COMPANIES LEAL BOV/PROF SVCS/FEB2016	04/13/2016	5,908.80
			Total for Check Number 13429:	5,908.80
13430	KTU001	KTU+A	04/13/2016	
	28274	BIKEWAY MASTER PLAN /FEB2016		3,190.00
			Total for Check Number 13430;	3,190.00
13431	LAW001 1261	LAW OFFICE OF BRISSMAN & NEM. CNTY OF RIV/ LEGAL SVCS/FEB2016	AT 04/13/2016	1,599,00
			Total for Check Number 13431:	1,599.00
13432	MAC001	ORALIA MACIAS	04/13/2016	
	APR2016 APR2016	EXP RPT/CSMFO-INT GOVT ACCTNG/O.I EXP RPT/CSMFO-INT GOVT ACCTNG/O.I		40,50 13,50
			Total for Check Number 13432:	54.00
13433	ANN001 1603	ANNA MONTOYA ACCTNG SVCS/MONTOYA/MAR2016	04/13/2016	11,234.50
			Total for Check Number 13433:	11,234.50
13434	MCC001 268519	MUNICIPAL CODE CORPORATION SUPP 6, UPDATE 2, CODE OF ORD	04/13/2016	342,96
			Total for Check Number 13434:	342.96
13435	NBS001	NBS GOVERNMENT FINANCE GROU		
	31600245 31600245	QTRLY ADMIN FEES/ZONE 33/APR-JUNI OTRLY ADMIN FEES/BAD2014-2/APR-JU		1.94 522.30
	31600245	QTRLY ADMIN FEES/ZONE 85/APR-JUNI		0.65
	31600245	QTRLY ADMIN FEES/ZONE 111/APR-JUN	IE .	227.25
	31600245	QTRLY ADMIN FEES/ZONE 10/APR-JUNI		7.10
	31600245	QTRLY ADMIN FEES/LMD 2014-3/APR-JU		379.77 138.82
	31600245	QTRLY ADMIN FEES/LMD 2014-4/APR-JU OTRLY ADMIN FEES/ZONE 116/APR-JUN		224.02
	31600245 31600245	OTRLY ADMIN FEES/ZONE 79/APR-JUNI		202.71
	31600245	QTRLY ADMIN FEES/ZONE 41/APR-JUNI		2,271.18
	31600245	OTRLY ADMIN FEES/LMD2014-1/APR-JU		349.23
	31600245	QTRLY ADMIN FEES/ZONE 147/APR-JUN		112.33
	31600245	QTRLY ADMIN FEES/ZONE 151/APR-JUN		6.46
	31600245	QTRLY ADMIN FEES/ZONE 115/APR-JUN	IE	144.61
	31600245	QTRLY ADMIN FEES/ZONE 156/APR-JUN	lE .	5.81
			Total for Check Number 13435:	4,594.18
13436	PIT001 MAR2016	PITNEY BOWES POSTAGE REIMB/MAR 2016	04/13/2016	400,00
			Total for Check Number 13436:	400,00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
13437	PIT002 MAR2016	PURCHASE POWER PITNEY BOWES POSTAGE USE-MAR 2016		633.14
			Total for Check Number 13437:	633.14
13438	RA1002 27235	RAIDEX TERMITE AND PEST INC PEST SERVICES/MAR 2016	04/13/2016	70.00
			Total for Check Number 13438:	70.00
12420	RIL001	JAMES R. RILEY	04/13/2016	70.00
13439	MAR2016	ACCTNG SVCS/RILEY/MAR2016	04/13/2016	4,993.75
			Total for Check Number 13439:	4,993.75
13440	RIN001 25055	RINCON CONSULTANTS, INC PN14-1077/INDUSTRIAL DEVELOPMENT		4,801.17
	25692	PN14-1077/INDUSTRIAL DEVELOPMENT	Е	1,447.15
			Total for Check Number 13440:	6,248.32
13441	RCO001 999410220-1602	RIVERSIDE COUNTY INFORMATION RADIO/APX 7500 MOBILE DUAL BAND/F		214.34
			Total for Check Number 13441:	214.34
13442	RCT001 TL-12205	RIVERSIDE COUNTY TLMA ADMINI ROAD MAINTENANCE-FEB 2016	S' 04/13/2016	7,412.58
			Total for Check Number 13442:	7,412.58
13443	SHR001	SHRED IT	04/13/2016	
	9410069755	SHREDDING SVCS-03/31/2016		79.88
			Total for Check Number 13443:	79.88
13444	STA001	STAPLES ADVANTAGE	04/13/2016	
	8038433050 8038519924	TRASH BAGS FOR CITY HALL CANARY CARSTOCK/DANGER SIGNS FO	DR .	11.64
			Total for Check Number 13444:	21.69
13445	THE002 20970	EMBLEM'S INC THE EMBLEM AUTH RIV CNTY SHERIFF-EASTVALE SHOULD		340.00
			Total for Check Number 13445:	340.00
13446	URT001 MAR2016	JESSICA URTADO REFND/URTADO/OVRPD FICA (SS) TAXI	04/13/2016	44.72
	3702 38440 4 0	RELITED OF THE BITCH (GB) THE		44.73
		122 P. CO. 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Total for Check Number 13446	44.72
13447	VER003 INV10407662	VERIZON WIRELESS MONTHLY GPS SVC/3 CITY VEHICLES/J	04/13/2016 An	51.00
	INV10407662 INV10407662	GPS DIAGNOSTICS/3 CITY VEHICLES/JA OBD HARNESS KIT/JAN 2016	N	91.81 37.81
	111110107002	ODD INMINESS KINDIN SOID		
			Total for Check Number 13447:	180.62
13448	VOY001 869288209613	VOYAGER FLEET SYSTEMS INC FUEL/POLICE/EXCISE TAX EXEMPT/MA	04/13/2016 R2	-5.49
	869288209613	FUEL/CH-CODE ENF/EXCISE TAX EXEM		-3.97 87.69
	869288209613	FUEL/POLICE/MAR2016		67.09

Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
869288209613 869288209613	FUEL/CNG/FIRE/MAR2016 FUEL/CH-CODE ENF/MAR2016		35.67 52.10
		Total for Check Number 13448:	166.00
WRC001 MAR2016	WESTERN RIVERSIDE COUNCIL TUMF FEES-MAR 2016	OF G 04/13/2016	70,984.00
		Total for Check Number 13449:	70,984.00
WRR001 MAR2016	WESTERN RIVERSIDE REGIONA MSHCP FEES-MARCH 2016	L CO1 04/13/2016	48,800,00
		Total for Check Number 13450:	48,800.00
WLC001 15	WLC ARCHITECTS INC PROF SVCS/FIRE STN 31/FEB 2016	04/13/2016	4,638.55
		Total for Check Number 13451:	4,638.55
XER001 497065	XEROX CORPORATION LEASE PMT/3.12,2016-4,11,2016	04/13/2016	320,18
		Total for Check Number 13452:	320.18
ZAM001 MAR2016	MARIA ZAMORA REFUND/ZAMORA OVERPD FICA 16	04/13/2016 /9/15 P	98.61
		Total for Check Number 13453:	98,61
		Total for 4/13/2016:	520,856.54
AME001 B427061 B427061	LIFE/CANCER/ACCIDENT PREMS/M	AR201	72.68 130.48
		Total for Check Number 679:	203.16
ATI001 ORL3DKF 1TJHQEV 1TJHQEV 1TJHQEV 1TJHQEV 1TJHQEV 1TJHQEV 1WRLE4L 1WRLE4L 1YXBBOB 1YXBBOB 1YXBBOB 1YXBBOB 1YXBBOB 2N0AFXW 2N0AFXW DWMPFVW DWMPFVW DWMPFVW DWMPQJY IWQ5Q5X	OFFICE SUPL/FINANCE/ITEM SHIPP OFFICE SUPL/CITY CLERK OFFICE SUPL/GENERAL OFFICE SUPL/GENERAL OFFICE SUPL/FINANCE OFFICE SUPL/FINANCE OFFICE SUPL/FINANCE SHELTER 10X10 W/ PRINTING/WEIG 2016 ANNUAL GASB UPDATE/ O. M. INTERMEDIATE GOVT ACCTNG/ O.: CSMFO CHAPTER MTNG/ A. ZEPED/	HT BA ACIAS/ MACIA	90.67 6.53 71.50 6.99 1.32 3.23 5.71 5.72 9.71 7.71 13.98 17.59 6.30 5.71 5.72 1,447.20 30.00 150.00 30.00 4.49 5.76
	### Invoice No ### 869288209613 ### WRC001 ### MAR2016 ### WRC001 ### MAR2016 ### WRC001 ### MAR2016 ### WLC001 ### MAR2016 ### WLC001 ### MAR2016 ### WLC001 ### MAR2016 ### MAR2016 ### MAR2016 ### AME001 ### MAR2016 ### MAR201	Invoice No Description 869288209613 FUEL/CNG/FIRE/MAR2016 869288209613 FUEL/CH-CODE ENF/MAR2016 WRC001 WESTERN RIVERSIDE COUNCIL MAR2016 TUMF FEES-MAR 2016 WRR001 WESTERN RIVERSIDE REGIONA MAR2016 MSHCP FEES-MARCH 2016 WLC001 WLC ARCHITECTS INC 15 PROF SVCS/FIRE STN 31/FEB 2016 XER001 XEROX CORPORATION 497065 LEASE PMT/3.12,2016-4.11.2016 ZAM001 MARIA ZAMORA MAR2016 REFUND/ZAMORA OVERPD FICA 10 AMEQ01 LIFE/CANCER/ACCIDENT PREMS/M. ATIO1 ATIRA CREDIT MASTERCARD 6RL3DKF FOLDING WAGON CRATE 1TJHQEV OFFICE SUPL/GENERAL 1TJHQ	Invoice No

eck No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amoun
	IWQ5Q5X	OFFICE SUPL/GENERAL	Reference	9.21
	IWQ5Q5X	OFFICE SUPL/GENERAL		35.75
	IWQ5Q5X	OFFICE SUPL/GENERAL		13.98
	IWQ5Q5X	OFFICE SUPL/FINANCE		8,63
	IWQ5Q5X	OFFICE SUPL/FINANCE		3.27
	IWQ5Q5X	OFFICE SUPL/FINANCE		5.82
	PG9NKX5	(4) MENS EASTVALE POLO SHIRTS/ BLDG		196,87
	PG9NKX5	(3) MENS EASTVALE POLO SHIRTS/ PUB W		147.65
	SA1KP2W	VAN RENTAL PLUS MILEAGE		102.93
			Total for Check Number 680:	2,449.95
681	CAL006	CALPERS HEALTH	04/14/2016	
	APR2016	HEALTH INS PREMS FEB2016		656.96
	APR2016	HEALTH INS PREMS FEB2016		545.57
	APR2016	HEALTH INS PREMS FEB2016		1,418.48
	APR2016	HEALTH INS PREMS FEB2016		2,023.27
			Total for Check Number 681:	4,644_28
682	CAL007	CALPERS RETIREMENT	04/14/2016	
	02/07/16-02/20/16	RETIREMENT CONTRIBUTIONS-PR ENDER		1,785.84
	02/07/16-02/20/16	RETIREMENT CONTRIBUTIONS-PR ENDEI		1,736.90
	02/07/16-02/20/16	RETIREMENT CONTRIBUTIONS-PR ENDEI		13,20
	02/21/16-03/05/16	RETIREMENT CONTR-PR ENDED 03 05 201		1,788.08
	02/21/16-03/05/16	RETIREMENT CONTR-PR ENDED 03.05.201		1,739.14
	02/21/16-03/05/16	RETIREMENT CONTR-PR ENDED 2/20		13,20
	02/21/16-03/05/16	RETIREMENT CONTR-PR ENDED 03,05.201		251.09
	03/06/16-03/19/16	RETIREMENT CONTR-PR ENDED 03/06/201		1,764.07
	03/06/16-03/19/16	RETIREMENT CONTR-PR ENDED 03/19/16		1,715,18
	03/06/16-03/19/16	RETIREMENT CONTR-PR ENDED 3/19/16		14.40
	03/06/16-03/19/16	RETIREMENT CONTR-PR ENDED 3/19/16		251.09
	03/06/2016-03/19/16 0320-040216	PERS 457 EE CONTRIBUTIONS/PR End 3/5/1 PERS 457 EE CONTRIBUTIONS PR END 4/8/		1,950.00 50.00
			Total for Check Number 682:	13,072.19
602	CDIONI	CDIZ DAVBOLI		10,571=127
683	CBI001 1970579	CBIZ PAYROLL PAYROLL PRCSS CHG/PR DATE 3/25/2016	04/14/2016	91.98
			Total for Check Number 683:	91.98
				51.50
684	PRI001	PLIC SBD GRAND ISLAND PRINCIPAL	04/14/2016	
	APR2016	DENTAL/LIFE/AD&D INS PREMUIMS/APR!		196.66
	APR2016	DENTAL/LIFE/AD&D INS PREMUIMS/APR1		27.40
	APR2016 APR2016	DENTAL/LIFE/AD&D INS PREMUIMS/APRI DENTAL/LIFE/AD&D INS PREMUIMS/APRI		75.45 483.28
			Total for Check Number 684:	782.79
608	6.4.6001	EDCAL CAS	04/14/2016	
685	GAS001 2/17/16-3/17/16	SOCALGAS GAS SVC/RIV FIRE STN 27/ 2.17.16-3.17.16	04/14/2016	100.39
			Total for Check Number 685	100.39
	e e e e e e e e e e e e e e e e e e e	CONTUEDA CALIFORNIA EDICON		160,07
686	SCE001	SOUTHERN CALIFORNIA EDISON ELECTRICAL SYCS-CITY HALL/MARCH 20	04/14/2016	361.37
	0393/MAR2016 7704/FEB-MAR16	ELECTRICAL SVCS-CTT T HALDMARCH 2C		99.86
			Total for Check Number 686:	461.23
			rotal for Check Pulliber 600;	701.23
687	STA003	STATE COMPENSATION INSURANCE	04/14/2016	

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	APR2015	WORKERS' COMP PREMIUMS-APR16		1,602.00
			Total for Check Number 687:	1,602.00
688	VER001	VERIZON WIRELESS	04/14/2016	
	9762346694	WIRELESS PHONE SVCS 02/19/2016-03/18/2		183.95
			Total for Check Number 688:	183.95
689	VSP001	VISION SERVICE PLAN	04/14/2016	
	APR2016	VISION PREMIUMS-APR2016		89,26
	APR2016	VISION PREMIUMS-MAR2016		13.42
			Total for Check Number 689:	102.68
13454	COU002	COUNTY OF RIVERSIDE COUNTY CLI		
	SCH#2011111012	PN11-0271/FISH & GAME FILING FEE/ENVI		50.00
			Fotal for Check Number 13454;	50.00
			Total for 4/14/2016:	23,744.60
			Report Total (83 checks);	1,456,793.25

EASTVALE CONNECTION

EST. 2010

Ray Pride * Prede*

April 21, 2016

Meetings held at:

Rosa Parks Elementary
School

13830 Whispering Hills Dr.

Eastvale, CA 92880

MEETING SCHEDULE:

Eastvale City Council Meeting

→ Wednesday, April 27 @ 6:30 p.m.

Wednesday, April 27 @ 0.30 p.iii.

Eastvale Planning Commission Meeting

→ Wednesday, May 18 @ 6:00 p.m.

Eastvale Public Safety Commission Meeting

→ Tuesday, April 26 @ 6:00 p.m.

UPCOMING EVENTS:

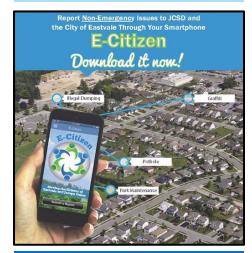
- ◆ April 21st WRCRWA Treatment Community Chat on Baron Road from 3:00 p.m. – 6:00 p.m.
- ◆ April 23rd Backyard Composting Workshop at the Stratton Community Center in Riverside at 10:00 a.m.
- ◆ April 26th Eleanor Roosevelt Parents on Point in the ERHS Performing Arts Center from 6:00 p.m. - 8:00 p.m.
- ◆ April 30th Relay for Life Eastvale at River Heights Intermediate from 9:00 a.m. - 9:00 p.m.
- April 30th WRCRWA Treatment Community Chat on Baron Road from 9:00 a.m. – 11:00 a.m.
- ◆ April 30th Drug Take Back Day at the Jurupa Valley Sheriff's Station from 10:00 a.m. – 2:00 p.m.
- April 30th May 1st Eastvale's Community Camp-Out at Harada Heritage Park. Register online at parks.jcsd.us.
- May 5th − 1st Annual National Day of Prayer at the Eastvale Community Center from 7:00 a.m. − 8:00 a.m.
- May 5th − WRCRWA Treatment Community Chat on Baron Road from 4:00 p.m. − 6:30 p.m.
- ◆ May 7th Grow Together: Family Gardening Workshop at the Eastvale Community Center from 9:00 a.m. - 11:00 a.m.

Visit the city's website for additional information regarding these and future events.



Stay Informed

Sign up for **E-Notify** to receive the latest information about community events, press releases, city council meetings and more directly to your inbox!



E-citizen is a free and simple way to report NON-EMERGENCY issues within the boundaries of JCSD's service area and the City of Eastvale such as:

- Code Enforcement (Eastvale boundaries)
- Graffiti (JCSD Service Area)
- Illegal Dumping (Eastvale boundaries)
- Park Maintenance (JCSD Parks Territory)
- Potholes (Eastvale boundaries)
- Water (leaks, flooding, etc.)
- And so much more!

<u>Visit www.bitly.com/ECitizen for</u> <u>additional information</u>









12363 Limonite Ave. Ste. 910, Eastvale, CA 91752

City Hall is open Monday – Thursday from 7:30 a.m. – 5:30 p.m. City Hall is closed on Fridays.

T: (951) 361-0900 F: (951) 361-0888 E: info@eastvaleca.gov W: www.eastvaleca.gov

Eastvale Planning: Major Projects Summary

April 20, 2016

Highlighted Text = Updated Information¹

Мар	Project	Notes	Current Activity
ID			
1.	KB Homes – The Lodge, Residential	Minor Development Review for final site of development Approved on June 10,	Under
	Development	2014	construction
	Project No. 10-0124		
		Amendment to an approved development plan to add tempered glass panels to	Symmetry model
	NWC of Limonite Avenue and Scholar Way	the top of a previously approved 3- to 4-foot-high block wall around the patio area to an overall height of up to 6.5 feet for the new homes along Scholar Way in	homes now open
	205 detached single-family homes	"The Lodge" residential development Approved by PC March 18, 2015	
	Planner: Kanika Kith	Received revisions for 4 Pack "Serene" to reduce the size of the homes on September 21, 2015.	
		Also new application to development Phase II received on September 21, 2015.	
		Approved TUP for the construction of a new set of Serene (4-pack) model complex on November 30, 2015.	
		Approved revised construction plans for Serene Master Home Plan on December 1, 2015.	
		Approved Phase II Master Home Plan on December 3, 2015.	
		Received HOA Landscape Maintained Areas for the northern portion on March 15, 2016.	
2.	Goodman Commerce Center (formally Lewis	Approved by City Council on November 12, 2014	Under
	Eastvale Commerce Center)		construction
	Project No. 11-0271	Groundbreaking held May 20, 2015.	
	**see also Project No. 15-0551 (No. 22 on this		
	list)	Landscape plans for Building 1 & 2 approved on November 11, 2015.	
		Building permits issued for two industrial buildings.	

¹ New projects are added at the bottom of the list as they are submitted.

Map ID	Project	Notes	Current Activity
	190 acres +/- between Bellegrave and Cantu- Galleano Road	Off-site common area landscape plans approved on December 4, 2015.	
	General Plan Amendment, Change of Zone, and Specific Plan to provide for a mix of warehousing,	Basin and Bellegrave Ave. landscape plans approved on December 18, 2015.	
	light industrial, office, and retail uses.	Received Hamner Ave. landscape plans on January 14, 2016.	
	CEQA: Environmental Impact Report (certified) Planner: Eric Norris/Cathy Perring	Applicant has requested revisions to the approved Development Plan and conditions of approval to accommodate a potential tenant for the building currently under construction. City Council approved the request on April 13,	
		2016. Received revised construction plans for Building #2. Provided comments to architect on April 18, 2016.	
		Received basin fixture landscape plans on April 13, 2016 and under review.	
		City Council on April 13 approved changes to the conditions of approval affecting Building B.	
3.	D.R. Horton – The Trails, Planned Residential Development Residential Subdivision	Approved by City Council on May 22, 2013.	Project is under construction.
	Project No. 11-0558	Approved monument signs on March 10, 2016.	
	Northwest corner of Archibald and 65 th		
	General Plan Amendment, Change of Zone, Tentative Tract Map, and Planned Residential Development for 256 dwelling units with a 5-acre park.		
	CEQA: Mitigated Negative Declaration		
	Planner: Kanika Kith		
4.	Walmart – Eastvale Crossings Project No. 12-0051	Project was reviewed by the Riverside County Airport Land Use Commission and received a conditional finding of conformance with the Chino Airport Land Use Compatibility Plan.	No tentative hearing date

Map ID	Project	Notes	Current Activity
	Southeast corner of Limonite and Archibald (APNs 144-030-028, -012, -014) Proposal for the development of a 177,000 +/-sq. ft. retail store and several outparcels on 23.37 acres CEQA: EIR	Release of the Draft EIR is on hold pending a determination on how to address the issue of greenhouse gas emissions. No tentative date for the release of the Draft EIR is available.	
5.	Planners: Eric Norris Lennar – Estancia, Planned Residential Development Subdivision Project No. 12-0275 South of Citrus Street, West of Scholar Way APN(s): 152-040-040,152-040-026 & 152-030- 006 Tentative Tract Map, Change of Zone, and Planned Residential Development that combine the two previously approved subdivisions (Gary Dou Residential subdivision and Proactive Engineering subdivision).	Approved by City Council on April 24, 2013	Project is under construction.
6.	Planner: Kanika Kith Lennar – Mill Creek Crossing, Planned Residential Development Subdivision Project No. 12-0297 SEC Chandler/Hellman Minor Development Plan Review for the development of a Master Home Plan for the "Mill Creek Crossing at Eastvale" residential development of 122 single family dwelling units for Tract 29997	MDP and TUP approved November 17, 2014. Received revisions for precise grading plans Phase 5 and master home plan on September 23, 2015. Approved revisions for precise grading plans Phase 5 and master home plan on October 8, 2015.	Project is under construction.

Map ID	Project	Notes	Current Activity
	Planner: Kanika Kith		
7.	Providence Business Park Project No. 12-0750	Approved by CC on April 9, 2014 Project has been sold to new owners, who have met with staff to discuss	Road improvements under
	Project Location: 144-010-002, -033, -037, & -038 (West of Archibald and approximately 750 ft south of Limonite Ave)	implementing the approved development plans.	construction on Archibald Avenue.
	MDR, ZC, TPM for the development of a business park consisting of 14 new industrial buildings ranging from 12,850 square feet to 129,000		
	square feet and associated improvements on 53.37 gross acres of vacant land (former Bircher's site).		
	CEQA: EIR Addendum		
	Planner: Kanika Kith		
8.	D.R. Horton – Copper Sky, Residential Subdivision Project No. 13-0395	Received revised construction plans on December 30, 2015 and approved revised construction plans on January 5, 2016.	Under construction.
	SEC of Schleisman and Scholar Way	Received revised design package on January 5, 2016.	
	Minor Development Plan Review for a Master	Received revised model home complex plans on January 19, 2016.	
	Home Plan for "Copper Sky at Eastvale" residential development.	Received TUP model home complex plans on January 26, 2016.	
	Planner: Kanika Kith	Received revised wall and fence plans on January 27, 2016.	
		Received setback adjustment application on February 4, 2016.	
		Received typical landscape plans for Copper Heights on February 15, 2016.	
		Sent approval letter for TUP of model homes and sales office of lots 173-175, setback adjustments, and FSOD on February 25, 2016.	

Мар	Project	Notes	Current Activity
9.	Stratham Homes, GPA/CZ Project No. 13-0632 10-acre site is located north of Orange Street, south of Schleisman Road and east of Sumner Avenue (APN 152-040-001) Proposed General Plan Amendment and Change of Zone change the land use designation of this parcel from commercial to residential CEQA: GP EIR Addendum	CC denied project without prejudice on January 28, 2015. March 11, 2015—Met with the applicant to discuss a new residential proposal for the site. Staff provided initial feedback; applicant will revise and bring back a formal submittal. February 12, 2016 – Applicant met with City staff to discuss potential residential project for this site. No application is expected to be filed in the foreseeable future.	Waiting for formal submittal
	Planner: Cathy Perring		
10.	99 Cents Only Store Project No. 13-1601	Planning Commission approved on June 17, 2015.	Building Permit Review
	NWC Hamner Ave. and A Street	Provided comments to Building and Public Works departments on July 6, 2015 for review of grading plan and construction drawings.	Neview
	Major DP for new 19,104 SF stand alone retail building on 2.67-acres.	Received on-site improvements and precise grading plans from Public Works on September 10, 2015.	
	CEQA: Mitigated Negative Declaration	Provided planning comments to Public Works and Building on September 22, 2015.	
	Planner: Cathy Perring/Kanika Kith	Approved revised lighting plans on 11/17/15.	
		Project is in the process of being purchased by a new owner, who intends to build the approved store.	

Map ID	Project	Notes	Current Activity
11.	Panera Bread with Drive-Through Project No. 13-1748	Approved at Planning Commission on January 7, 2015 Store opened in December 2015.	In operation
	Eastvale Gateway South (Shops 2) Major Development Plan and Conditional Use Permit modify an approved retail building (Shop 2) in the Eastvale Gateway South retail center to	Staff met with Lewis and Panera on January 14, 2015 to discuss directional signage for the drive-through operation to improve traffic flow. Lewis presented a revised drive-through and signage plan on February 3, 2016.	
	accommodate a drive-through facility for Panera Bread		
	CEQA: Categorical Exemption Planner: Kanika Kith/Malinda Lim		
12.	William Lyons Homes – Nexus Residential Development Project No. 14-0046	Approved by PC October 15, 2014 Model homes opened 9/19/15.	Project under construction.
	Tentative Tract Map No. 36446 and Major Development Review for a residential development (Nexus) consisting of 220 townhomes and a recreation area on a vacant 10-acre lot behind 24-hour Fitness Center in the Eastvale Gateway South retail center	Widder Hornes Opened 9/19/13.	Model homes opened 9/19/15.
	Planner: Kanika Kith		
13.	LBA Realty Industrial Building Project No. 14-1077	Formal application submitted on October 20, 2014. 6/4/15 Comment letter sent to applicant re: January 26, 2015 resubmittal	Planning Commission
	NEC of Cantu-Galleano Ranch Road and Hamner Avenue. APN 160-020-033 and 156-050-025. 4560 Hamner Avenue within the I-P zoning district.	package. Revised development plans received July 14, 2015. Traffic study and landscape plans received in August.	hearing date April 20, 2016
	Major Development Review for a 446,173 sq. ft. industrial building on APN 160-020-033	Met on July 29, 2015 to discuss shared access with Grainger and applicant.	

Map ID	Project	Notes	Current Activity
	(approximately 24 acres) and overflow parking on APN 156-050-025.	Comment letter sent to applicant regarding all July and August submittals on October 12, 2015.	
	CEQA: EIR	Admin Draft EIR received from consultant August 31, 2015. Sent to consultant and applicant with City comments on October 12, 2015.	
	Planner: Cathy Perring/Kanika Kith	Draft EIR 45-day review period ends Monday, January 25.	
		At-risk building plans submitted on January 6, 2016; civil plans submitted January 12.	
		Comments for Draft EIR were received from six agencies. Response to Comments/FEIR being prepared.	
		Received on-site improvement plans on February 4, 2016.	
		Received revised improvement and landscape plans on March 10, 2016.	
		Received 2 nd submittal for construction building plans on March 17, 2016.	
14.	Stratham Homes – Sendero, Planned Residential Development Project No. 14-1398	Planning Commission on May 20, 2015 voted to recommend approval of GPA, Change of Zone, and PRD, and denial of TTM due to too many units.	Approved by CC on June 10, 2015
	**See Project No. PLN 15-06023 (No. # on the list)	City Council on June 10, 2015 voted 3-0 adopting the MND and approving GPA, Change of Zone, PRD, and TTM subject to not using SCE easement or the City right-of-way to satisfy ALUC open space requirement.	In Review
	NW corner Limonite and Harrison; APN 164-010-017	Meeting on July 22, 2015 to discuss revised site plan with applicant.	
	General Plan Amendment, Change of Zone, Planned Residential Development, and Tentative	Revised site plan presented to City Council on September 9, 2015 and Council was supportive of the revised site layout.	
	Tract Map for the subdivision of approximately 44 acres into 323 residential lots and 14 lots for open space and water basins	The applicant has submitted a parcel map to divide the site into 4 parcels for financing purposes. The map is currently under review.	
	CEQA: Mitigated Negative Declaration		

Map ID	Project	Notes	Current Activity
	Planner: Kanika Kith	Feb 12, 2016 – Staff meet with the applicant to discuss the proposed parcel map and related issues of phasing and the construction of infrastructure (roads, trails, water/sewer lines, etc.) Applicant submitted first Master Home Plan on April 6, 2016.	
15.	AT&T – River Road, New Disguised Wireless Facility Project No. 14-2832 SEC at Hall and River Roads, west of Baron Drive Minor Development Plan application for a 70- foot tall disguised wireless facility and a 138 square-foot equipment shelter located at 14700 River Road	Planning Director approval on July 15, 2015. Received construction plans on March 8, 2016. Provided comments to applicant on March 23, 2016.	Building Permit Review Awaiting for revised construction plans.
16.	Planner: Kanika Kith Verizon – Community Park, New Disguised Field Light Wireless Facility Project No. 14-3325 South of Citrus Street, and west of Hamner Avenue within the Eastvale Community Park – 12750 Citrus Street Minor Development Plan application for the construction of a 70-foot tall wireless facility disguised as a field light and an approximate 469 square-foot equipment shelter within the Eastvale Community Park at 12750 Citrus Street Planner: Kanika Kith/Malinda Lim	Submitted on November 25, 2014; comment letter sent December 24, 2014 Last correspondence with applicant on March 2, 2015, change of location for tower and enclosure Revised plans received on July 30, 2015. Comments to be provided to applicant by August 29, 2015. Comments provided to applicant on August 27, 2015. Additional landscape comments provided to applicant on September 8, 2015. Staff met with applicant on September 17, 2015 to discuss items addressed in comment letter. Applicant submitted revised plans on 11/9/15 and was informed to provided additional information requested in the comment letter.	In review

Мар	Project	Notes	Current Activity
17.	Verizon – Providence Park, New Disguised Field Light Wireless Facility Project No. 14-3326 South of Hollowbrook Way, west of Woodpigeon Road, north of Aspen Leaf Lane, and east of Cobble Creek Drive within Providence Ranch Park – 7250 Cobble Creek Drive Minor Development Plan application for a 25- foot long wireless antenna to be installed on an existing 70-foot tall field light and for the construction of an approximate 469 square-foot equipment shelter within Providence Ranch Park at 7250 Cobble Creek Drive Planner: Kanika Kith/Malinda Lim	Submitted on November 25, 2014; comment letter sent December 24, 2014 Last correspondence with applicant on March 2, 2015, change of location for tower and enclosure Comments on revised plans provided to applicant on August 11, 2015. Applicant provided updates photo simulation photos on December 1, 2015. Awaiting for other submittal materials.	Waiting submittal of incomplete items.
18.	Chandler Catholic Church Project No. 15-0175 14395 Chandler Street APNs: 144-121-005, 144-130-008, 144-130-009, and 144-130-010 Pre-Application Review to be located at 14395 Chandler Street (4 individual parcels owned by 3 separate owners) within the C-1/C-P and A-1 zoning districts. Project Planner: Cathy Perring	Applicant working with ALUC on required approval of proposed occupant density in the sanctuary. As of April 2016, the City has not received an application from the church.	Pre-Application Complete
19.	Goodman Commerce Center Business Park NEC of Bellegrave/Hamner Project No. 15-0551 **see Project No. 11-0271 (No. 2 on this list)	Planning Commission approval on August 5, 2015. Project Approval letter send on August 11, 2015 Applicant submitted first set of construction drawings for all eight buildings on October 8. Planning review of six buildings complete on October 13, 2015.	Building Permit Review

Map ID	Project	Notes	Current Activity
	Proposal for the development of the Business Park. The development will include 8 buildings and approximately 191,356 SF. The development will accommodate professional offices, light industrial and light assembly uses. Project Planner: Eric Norris/Kanika Kith	Additional sets of construction drawings received and distributed for internal review on October 12, 2015. Applicant submitted second set of construction drawings for all eight buildings on December 1, 2015. Provided comments on December 15, 2015; awaiting corrections. Received revised construction plans for Buildings 1-8 on January 20, 2016. Approved by Planning on January 30, 2016. Received CDA well site construction and landscape plans. Received revised elevations for Building 3 and provided comments to applicant on April 18 th .	
20.	Asset Solutions Group – Residential Development at Hamner and Schleisman Road (Polopolus Property) Project No. 15-0576 Hamner Avenue and east of existing A Street; APN: 152-060-002 and 152-060-003 Proposal for the accommodation of approximately 125-three story detached homes to also include a right of way dedication to the City CEQA: TBD Planner: Kanika Kith	Pre-Application Review submitted February 26, 2015; distributed for review March 4, 2015; comments provided to applicant. No further activity is expected for this project.	PAR complete.
21.	The Ranch – Specific Plan Amendment Project No. 15-0783 Moons Site (APNs: 144-010-008-0, 144-101-013-4) and Rodriguez Site (APN: 144-010-009-1)	Planning Commission reviewed and recommended approval to City Council on November 4, 2015. Approval letter will be sent following CEQA 30-day statute of limitation ending on January 12, 2016. No challenge was filed.	Approved by City Council on December 9, 2015.

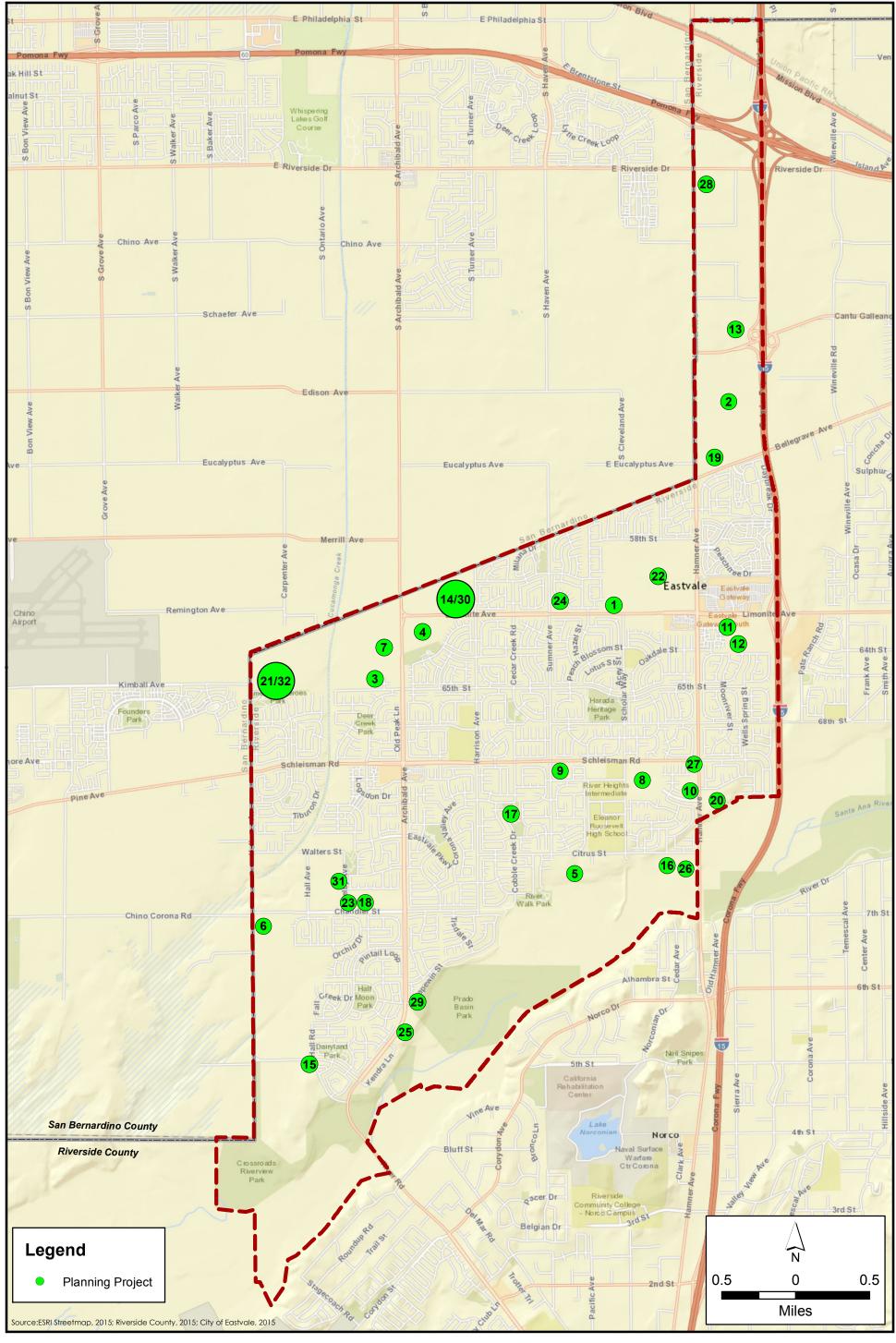
Map ID	Project	Notes	Current Activity
	Specific Plan Amendment (SPA) to modify existing boundaries for The Ranch SP No. 358 for Planning Areas 1 through 6, land use designation for Planning Area 5, and revisions to allowable uses. No revisions to Planning Areas 7 through 9 are being proposed. This request also included review for: Major Development Review (DP) for six (6) industrial buildings totaling 985,000 SF on six (6) parcels, Tentative Parcel Map (TPM) 36787 to divide approximately 97 gross acres into 14 legal parcels, Sign Program, and Environmental Review.	Received median and parkway landscape plans on January 27, 2016. Comments provided on February 3, 2016. Revisions for landscape plans came in on March 23, 2016. Received construction plans for Building 1-6 on April 18, 2016.	Second reading by City Council on January 13, 2016. In plan check.
22.	Planners: Cathy Perring Leal Master Plan Special Project This Master Plan describes the community's vision for the project area, identifies appropriate land uses, and includes the development standards that are necessary to achieve the vision, defines the character of the project's development, lists the steps involved with the development process, and provides the project's implementation plan. Planner: Eric Norris	Public Review Draft of the Leal Master Plan distributed February 2015 and currently available online (www.LealSpecificPlan.com). On September 16, 2106, the Planning Commission reviewed and recommended approval to City Council. February 2016—City will be meeting with the applicant to discuss the Master Plan and a tentative City Council hearing date.	Taken off City Council 12/9/15 agenda.
23.	Chandler Fire Station No. 31 Project No. 15-0835 Northeast corner of Chandler and Selby. Building permit review for development of Eastvale Fire Station No. 2. Planner: Cathy Perring/Kanika Kith	Comments for landscape plans reviewed provided to Public Works on June 18, 2015. Comments for construction drawing provided to Public Works on July 7, 2015. Revised construction drawings received and approved on September 14, 2105. Ground breaking on December 8, 2015.	Contact Public Works for information

Map ID	Project	Notes	Current Activity
24.	Eastvale Marketplace Project No. 15-0958 NEC Limonite/Sumner Proposal construction of a new neighborhood retail center with multi-tenant and single tenant buildings and associated parking facilities to be located at the northeast corner of Limonite Avenue and Sumner Avenue. Potential uses include grocery, banking, drug store, restaurants, general retail, service, and a tire store.	PC approval on November 18, 2015. Appeal period end on November 30 ^{th.} No appeal has been received. NOD recorded at Riverside County Recorder on November 24, 2015. Applicant is currently working with the grocery store tenant to formalize an agreement.	PC approval on November 18, 2015
25.	Planners: Kanika Kith/Eric Norris Vantage Point Church Project No. 15-1174 **see also Project No. 14-2322 8500 Archibald Ave. Proposal to construct a sanctuary, church, community buildings, and associated site improvements. Planner: Kanika Kith	Formal application for Major Development Review and Conditional Use Permit submitted on May 1, 2015 Incompleteness letter sent June 1, 2015. Comment letter regarding site design sent June 24, 2015. Met with the applicant during the week of December 7 th . Waiting for Public Works to get proposal for traffic study. Traffic study scope shared with applicant on January 22, 2016. Planning needs to get info to applicant regarding technical studies for CEQA. Conference call on March 10, 2016 to discuss technical studies needed for CEQA. Applicant will provide written project description to be used on all technical studies to City for review. Received payment for Traffic Consultant on April 6, 2016 and Public Works approved the Traffic Consultant to perform the work on April 19, 2016.	Waiting for additional materials
26.	JCSD Community Park – Phase II Project No. 15-1273	Construction drawings set received for review on 6/22.	In building permit process

Map ID	Project	Notes	Current Activity
10	SWC of Hamner Avenue and Citrus Street	Reviewing construction set for compliance with COAs and MMRP. Landscape comments provided to applicant on July 17, 2015. Comments of missing	In review
	Building permit review for development of Phase II.	items per COAs and MMRP provided to Building Department on July 28, 2015	
	Planner: Kanika Kith/Yvette Noir	Received construction landscape plans on March 9, 2016. Provided comments and redlines to applicant on March 25, 2016.	
		Received grading plan and revised construction drawings on March 22, 2016 and comments provided on April 14, 2016.	
27.	New City Hall Building SWC of Hamner and Riverboat	Assisted Public Works - notices for community workshop sent on June 30, 2015.	Contact Public Works for information
	Planner: Cathy Perring/Kanika Kith		
28.	Two industrial buildings on Hamner and Riverside Project No. 15-1508	No appeal and approval letter sent to applicant on March 31, 2016.	PC approval on March 16, 2016.
	SEC of Hamner Avenue and Riverside Drive (APN 156-040-087 and -088)		
	Major Development Review for two new industrial buildings (40,000 sq ft. and 115,000 sq. ft.) to be located on two parcels behind the vacant lot (Chevron Site)		
	Planner: Kanika Kith		
29.	Verizon on Grapewin Project No. 15-1662	Application received on July 7, 2015. Project was deemed incomplete and requested additional information on August	Tentative Hearing date on May 18, 2016.
	Vacant lot located at 8306 Grapewin Street	6, 2015.	May 10, 2010.
	Minor Development Review for the development of a new wireless telecommunication facility disguised as a 50 feet tall monopalm consisting of	Resubmittal received on September 3, 2015. Comments to be provided to applicant by October 3, 2105.	
		Re-submittal and FAA clearance letter received on October 22, 2015.	

Map ID	Project	Notes	Current Activity
	12 antennas, one parabolic antenna, and associated equipment. Planner: Kanika Kith/Morgan Weintraub	Comment letter sent to applicant on November 2, 2015. Awaiting for additional submittal materials. Biological study provided on February 29, 2016 and has been determined acceptable by the City. Staff is working on finalizing the development plans for consideration by the Planning Director. Notice sent to nearby property owners on April 6, 2016 and received two requests for a public hearing. Project is schedule for Planning Commission consideration on May 18, 2016. Staff is preparing the staff report.	
30.	Sendero Tentative Parcel Map Project No. PLN 15-06023 **See Project No. 14-1398 (No. 14 on the list) NW corner of Limonite Ave. and Harrison Ave. APN: 164-010-025	Submitted application on December 16, 2015, but missing tentative map. Applicant provided tentative map on December 23, 2015. Project distributed to other departments for review. Meeting with applicant to discuss project on February 11, 2016. Provided comments to applicant about proposing phasing on March 4, 2016.	In Review
	Planner: Kanika Kith	Met with applicant on April 6, 2016 to discuss comments provided. Met with Public Works to discuss proposed Parcel Map and Phased TTM on April 13, 2016. Will meet with applicant during the week of April 25th to discuss outcome of internal staff meeting.	
31.	Pre-Application for Assisted and Independent Living on Selby Ave. Across Mountain View Park APN: 144-110-027	Submitted application on January 21, 2016. Distributed project to reviewing agencies and departments on January 25, 2016. Comments to be provided to applicant no later than February 25, 2016.	Complete
	Planner: Kanika Kith	Meeting with applicant to discuss comment letter on March 16, 2016.	

Мар	Project	Notes	Current Activity
ID			
32.	The Ranch Pre-Application Review	Submitted pre-application review and plans on March 31, 2016. Routed plans to	<mark>In Review</mark>
		reviewing agencies.	
	**See Project No. 15-0783 (No. 21 on the list)		
	NE corner of Bellegrave Ave. and Hellman Ave.		
	APN: 144-010-008, 144-101-013, and 144-010-		
	<mark>009</mark>		
	Planner: Cathy Perring		



Current Projects Eastvale Planning April 2016



ITEM 6.5

DATE: APRIL 27, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOE INDRAWAN, CITY ENGINEER

SUBJECT: UPDATE ON PUBLIC WORKS DEPARTMENT PROJECTS

RECOMMENDATION: RECEIVE AND FILE

Development Projects

Residential Projects Under Construction:

Tract 36382 – Lennar Homes (Eastvale Project # 12-0275)

- ➤ Location: South side of Citrus Street between Scholar Way at Sumner Ave
 - o Public Improvement 95% complete
 - o Homes under construction
 - o "No-Right Turn, 7-9am" symbol signs were added for eastbound Citrus Street traffic at Granja Vista Del Rio/ H.S. driveway beginning May 6, 2015.

Tract 34014 – DR Horton – Copper Sky (Eastvale Project # 13-0395)

- Location: Southeast corner of Schleisman Road at Scholar Way
 - o Public Improvement 90% complete
 - o Homes on Phase I south of Schleisman are under construction
 - Schleisman Rd was opened on March 29, 2015 for traffic.
 - o Access from Beckett Field Lane was open to traffic on September 1, 2015.
 - o Portion south of Schleisman Road near build-out

Tract 36423 – DR Horton (Eastvale Project # 11-0558)

- ➤ Location: Northwest corner of Archibald Avenue at 65th Street
 - o Public Improvement 90% complete
 - o Homes under construction; few phases are occupied
 - o SCE completed the relocation of transmission poles on November 20, 2015.
 - O Widening of west side of Archibald between 65th and north project limits (including Providence Project frontage) to be completed in June 2016

Tract 32821-1 – KB Home – The Lodge (205 Units, Eastvale Project 10-0124)

- Location: Northwest corner of Limonite at Scholar Way
 - o Public Improvement 90% complete
 - o Homes under construction; few phases are occupied
 - o Developer is working to start grading of Phase II of the project (TR 32821, southwest corner of 58th and Scholar) in January 2016.
 - Model homes open
 - o Construction and grading ongoing



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Tract 31406 – Meritage Homes (Eastvale Project # 10-0140)

- ➤ Location: Southwest corner of Archibald Avenue at River Road
 - o Punch List has been issued; developer has scheduled repairs.

Tract 31476 – Beazer Homes (Eastvale Project # 12-0679)

- ➤ Location: Northeast corner of Hellman Avenue at Walters Street
 - Punch List has been issued.

Tract 29997 – Lennar Homes – Mill Creek Crossing (122-Units, Eastvale Project # 12-0297)

- ➤ Southeast corner of Hellman Avenue at Chandler
 - o Public Improvements 90%
 - o Production homes under construction
 - o Hellman Street was reopened on July 8, 2015
 - Chandler between Hall and Hellman and Hellman Avenue between Chandler Street and 300 north reconstruction was completed and opened to traffic on November 20, 2015
 - o Traffic Signal at the intersection of Chandler Street and Hellman Avenue is expected to be installed and operational by March 2016.

Tract 30971 – KB Home – The Lodge (205 Units, Eastvale Project # 10-0016)

- Location: Limonite Avenue behind 24 Hour Fitness
- Final Plans Approved
- ➤ Began Grading Operations on April 2015
- Building permits for Model Homes and production homes have been issued
- Main access road has been constructed and is available to prospective buyers.
- Model Homes Open.
- > Phase I homes are under construction
- ➤ Phase II Master Home Plan approved December 3, 2015.

TTM 36775 – Stratham Homes (319 Units, Project No. 14-1398)

- ➤ Location: Northwest corner of Limonite Avenue at Harrison Avenue
- ➤ Project conditionally approved by Planning Commission
- ➤ Revised site plan presented to City Council on September 9, 2015 and Council was supportive of the revised site layout.
- Applicant has submitted a parcel map to divide the site into 4 parcels for financing purposes. Phase 1 map, improvement plans and engineering studies have gone through a first plan check.

Residential Projects in Entitlement Stage:

None

Commercial Projects Under Construction or Plan Review:

Eastvale Marketplace at the Enclave

- Location: Southwest corner of Archibald Avenue at Schleisman Road
 - o Daycare Completed





Ronald Reagan Elementary School

- Location: Northeast corner of Fieldmaster Street at Cherry Creek Circle
 - o School opened on July 6, 2015
 - o Traffic is being monitored for improvement recommendations
 - O Met with school principal and school district traffic investigator to review and discuss traffic circulation around the school. Traffic Counts were conducted and analysis identified that a school crossing guard is not warranted at the intersection of Fieldmaster at Cherry Creek (north), Fielmaster at Fall Creek, and Cherry Creek at Sunny Brook.
 - Additional traffic data collected and analysis to be completed March 2016 for the intersection of Oosten Farms/Fielmaster at Cherry Creek (south), Cherry Creek at Fern Creek, Cherry Creek at Rolling Stream and for Cherry Creek at Wind River. Results will be provided as soon as available.

Providence Business Park

- Location: West side of Archibald Avenue south of Limonite Avenue
 - o Street improvement plans have been approved for Archibald Avenue
 - o SCE completed the relocation of transmission poles on November 20, 2015.
 - o Widening of west side of Archibald within project limits (including DR Horton Tract to the south) is tentatively scheduled to begin in March 2016.

Chevron Gas Station (former Arco Gas Station)

- ➤ Location: Southeast corner of Hamner Avenue at Riverside Drive
 - o Plan review is underway
 - o Developer anticipates construction and grading to start in near future

Goodman Commerce Center (Project No. 11-0271)

- Location: Northeast corner of Hamner Avenue at Bellegrave Avenue
 - o Mass Grading Permit was Issued on April 16, 2015
 - o Pre-Grade Meeting has been scheduled for the last week in April 2015
 - o Ground Breaking Ceremony held on May 20, 2015
 - o Currently grading the site and constructing utility services
 - O Building permit for Building 2, closest to Bellegrave, has been issued. All perimeter walls for Building 2 have been erected and the building roof is 35% complete.
 - Utilities are being constructed and construction of interior street curb and gutter has been started.
 - Widening of Cantu-Galleano Ranch Road on the south was started on December 1, 2015 and is expected to be completed by March 2016. (schedule subject to change)
 - o Widening of north side of Bellegrave Avenue is expected to start late March 2016 and is expected to be completed by May 2016.
 - o Hamner Avenue street improvement is scheduled to start in March 2016



ITEM 6.5

Eastvale Marketplace

- Location: Limonite Avenue and Sumner Ave
 - o Plan review is underway
 - o Project was presented to Planning Commission on November 18th 2015.

The Ranch

- Location: Northeast corner of Kimball Avenue at Hellman Avenue
 - o First engineering studies and plan checks were completed December 2015

99cent Only Store

- ➤ Location: Northwest corner of Hamner Avenue at "A" Street
 - O Project was approved by Planning Commission on June 17, 2015
 - O Street improvement and on-site plans have been approved
 - O Waiting for developer to provide construction schedule which will include the widening of Hamner Avenue between Schleisman Road and Fire Station No. 27

Commercial Projects in Entitlement Stage:

Wal-Mart

- Location: Southeast corner of Archibald Avenue at Limonite Avenue
 - o EIR & Report submitted and under review.

No tentative date for the release of the Draft EIR is available.

Grainger Site – (Major industrial building, Project No. 14-1077)

- Location: Northeast corner of Cantu-Galleano Ranch Road at Hamner Avenue
 - o Proposed development plan review is underway, tentative hearing date March 2016

Vantage Point Church

- Location: Northeast corner of Archibald Avenue at Prado Basin Park Road
 - o Project is in its preliminary planning

Encroachment Permits

Various Citywide Encroachment Permit and Block Party application Review, Issuance and Inspections

Encroachment Permit Activity:

Four (4) encroachment permits pending out of 15 for the 2016 calendar year.

Chino Basin Desalter Authority – 18" Raw Water Line

- ➤ Harrison Avenue between 65th Street and Bellegrave Avenue
 - o Started November 9, 2015 and is now 80% Complete
- ➤ Bellegrave Avenue between Harrison Avenue and Hamner Avenue
 - o Under construction



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Southern California Edison

- ➤ Hamner Avenue from Mira Loma substation to Limonite Avenue, Limonite Avenue between Eastvale Gateway and Sumner Avenue, Scholar Way between Limonite Avenue and Rimmon Road.
 - o Install new duct and structures.

Southern California Gas Company

- ➤ Harrison Avenue between Citrus Street and Limonite Avenue
 - o New high pressure gas line
 - o Traffic Control Plans under review
- ➤ Citrus Street between Harrison and Hamner Avenue
 - o New high pressure gas line
 - o Traffic Control Plans under review

Milliken Grade Separation:

➤ Milliken Ave north of Greystone is closed until March 2017

Maintenance & Operations/Other

- Address concerns with Citywide <u>Traffic Issues</u>
- Resident concerns/reports
- Weed abatement
- ➤ Citywide streets, sidewalks, striping & signage maintenance
- ➤ Coordination with projects in surrounding cities
 - o City of Ontario (New Model Colony)
 - Archibald north of Limonite Avenue
 - West side of Hamner between Bellegrave and Riverside
 - Extension of Cantu-Galleano Ranch Road (Ontario Ranch Road) west of Hamner Avenue to Sumner Avenue/Haven has been opened. Connection to Archibald Avenue is now open.

o <u>City of Chino (Chino Preserve)</u>

- Hellman Avenue at Aldergate Road
 - New Traffic Signal Installed by end of June 2016

Capital Improvement Projects

Street Rehabilitation:

- 1. Chandler Street Reconstruction from Hellman Avenue to Hall Avenue
 - o Project completed
- 2. River Road Resurfacing from Hellman Avenue to Baron Road
 - o Project was awarded to All American Asphalt on October 28, 2015
 - Construction is scheduled to start on March 2016 and expected to be completed by April 2016



ITEM 6.5

- 3. Hamner Avenue Resurfacing from Riverside Drive to Samantha Street
 - o Waiting for CDA Water Line project to be completed; Award June 2016
- 4. Hamner Avenue Resurfacing from Samantha Street to Cantu-Galleano (city side only)
 - o Waiting for CDA Water Line project to be completed; Award June 2016
- 5. Hamner Avenue Resurfacing from Greystone to Riverside
 - Yet to be determined
- 6. Hamner Avenue Resurfacing from Limonite Avenue to s/o 68th Street
 - o Waiting for CDA Water Line project to be completed; Award June 2016

Traffic Signals:

Traffic Signal Synchronization

- 7. Location: Hamner Avenue from Schleisman Road to Eastvale Gateway
 - o Project was awarded to Crosstown Electrical & Data, Inc. on October 28, 2015
 - o Estimated completion is March 2016
- 8. New Traffic Signal Sumner Avenue at 65th Street. City entered into Professional Services Agreement with ADVANTEC Consulting Engineers for the design new traffic signal on November 10, 2015.

Fire Station No. 31:

9. Under construction. Estimated completion date November 2016.

Zone 2 Storm Drain:

Various Locations

- 10. Phase I to be under construction in April 2016
- 11. Phase II is under design, construction to begin in July 2016

Slurry Seal Project:

Phase II Slurry Seal Project

12. Staff is currently identifying slurry seal locations, project is expected to bid in May 2016

Bikeway Master Plan: (SCAG funded)

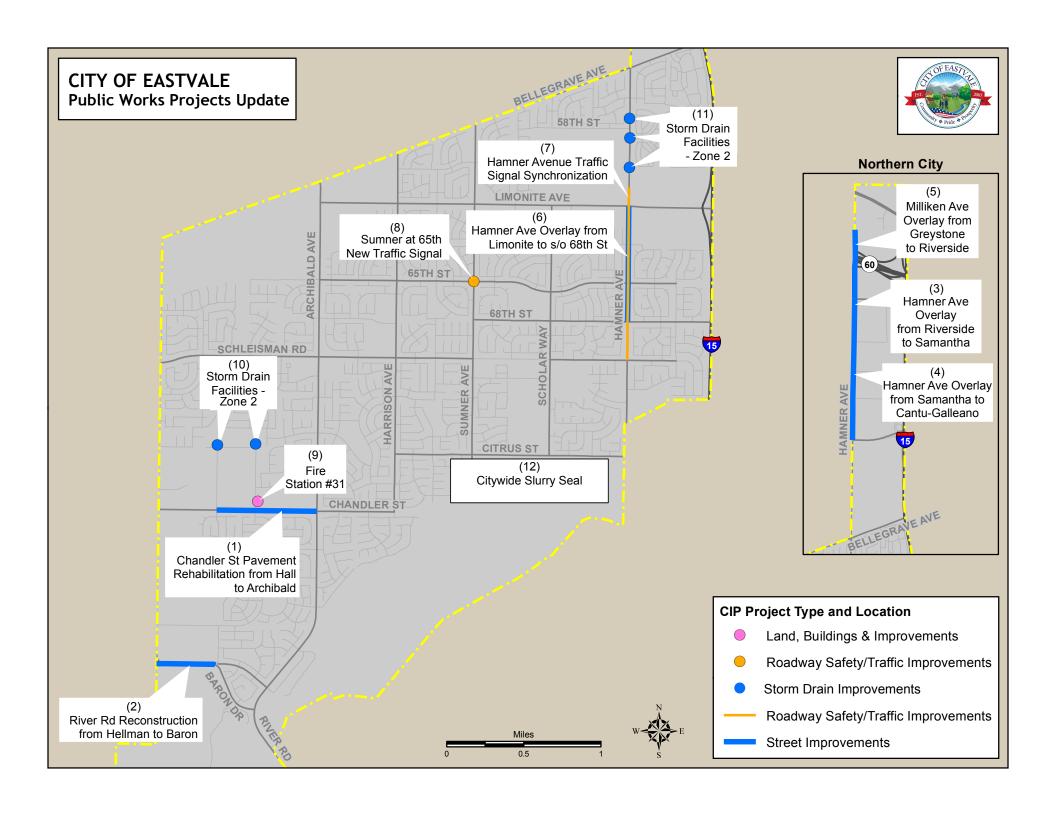
Project is at its approval stage:

Planning Commission: February 17, 2016
Public Safety Commission: February 23, 2016

o City Council: February 24, 2016

FISCAL IMPACT - None

Prepared by: Joe Indrawan, City Engineer Reviewed by: Michele Nissen, City Manager





ITEM 8.1

DATE: APRIL 27, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOHN CAVANAUGH, CITY ATTORNEY

SUBJECT: COMMERCIAL VEHICLE PARKING ORDINANCE

AMENDMENT

RECOMMENDATION: APPROVE THE FIRST READING OF ORDINANCE AMENDING EASTVALE MUNICIPAL CODE SECTION 10.20.160 RELATING TO COMMERCIAL VEHICLE PARKING, ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING SECTION 10.20.160(A) OF CHAPTER 10.20 OF TITLE 10 TO THE EASTVALE MUNICIPAL CODE ESTABLISHING UNLAWFUL PARKING OF COMMERCIAL VEHICLES

BACKGROUND

Section 10.20.160(a) of the Eastvale Municipal Code generally prohibits commercial vehicles having a manufacturer's gross vehicle weight rating of more than 10,000 pounds, or any commercial trailer or semitrailer regardless of weight, from parking on any street or highway within a residential district in the City. The reason for this prohibition is to mitigate the damage commercial vehicles, as defined under this section, do cause to streets due to their weight or size.

DISCUSSION

Although the City's Municipal Code does impose restrictions on commercial vehicles from parking on residential streets, it does not prohibit these commercial vehicles from parking on **private** property within those residential districts. Consequently, the current code unintentionally allows commercial vehicles to travel on residential streets in order to park on private property in those residential areas; e.g. property owner driveways. As a result of this unintentional omission, the same damage will be caused to residential streets for which Section 10.20.160(a) was designed to prevent.

The Sheriff's department for the City has recommended the City Council amend Section 10.20.160(a) by generally prohibiting commercial vehicles from also parking on private property. By adding this restriction, it will reduce the need for commercial vehicles to travel on residential streets thereby reducing the damage on those residential streets within Eastvale.

FISCAL IMPACT - None

STRATEGIC PLAN IMPACT - None



ITEM 8.1

ATTACHMENT

1. Ordinance No. 16-XX

Prepared by: John Cavanaugh, City Attorney Reviewed by: Michele Nissen, City Manager

ORDINANCE NO. 16-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AMENDING SECTION 10.20.160(a) OF CHAPTER 10.20 OF TITLE 10 TO THE EASTVALE MUNICIPAL CODE ESTABLISHING UNLAWFUL PARKING OF COMMERCIAL VEHICLES

WHEREAS, Section 10.20.160 of the Eastvale Municipal Code prohibits any commercial vehicle from parking or leaving standing and having a manufacturer's gross vehicle weight rating of more than 10,000 pounds, or any commercial trailer or semitrailer regardless of weight, on any street or highway within a residential district in the City; and

WHEREAS, Section 10.20.160 (a) does not prohibit commercial vehicles from parking on private property within a residential district; and

WHEREAS, Commercial vehicles will use those streets within a residential district in order to park on private property; consequently, causing damage to residential streets; and

WHEREAS, the City Council is desirous of amending Section 10.20.160(a) to also prohibit the parking of commercial vehicles on private property within a residential district in the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 10.20.160(a) of Chapter 10.20 of Title10 to the Eastvale Municipal Code is amended to read as follows:

"Sec. 10.20.160. – Commercial vehicles.

(a) No person shall park or leave standing a commercial vehicle having a manufacturer's gross vehicle weight rating of more than 10,000 pounds, or any commercial trailer or semitrailer regardless of weight, on any street, highway or private property within a residential district in the city."

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted as required by law.

PASSED, APPROVED AND ORDAINED this 11th day of May, 2016.

	Ike Bootsma, Mayor
APPROVED AS TO FORM:	ATTEST:
John E. Cavanaugh, City Attorney	Marc Donohue, City Clerk
STATE OF CALIFORNIA) COUNTY OF RIVERSIDE) § CITY OF EASTVALE)	
certify that the foregoing Ordinance No. 1 Council of the City of Eastvale held on the	Council of the City of Eastvale, California, do hereb 6-XX, was introduced at a regular meeting of the Cit 27 th day of April 27, 2016 and was passed by the Cit alar meeting held the 11 th day of May, 2016, by the
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Marc Donohue, City Clerk



ITEM 8.2

DATE: APRIL 27, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOE INDRAWAN, CITY ENGINEER

SUBJECT: APPROVAL OF PARCEL MAP NO. 36487 - TARPON PROPERTY

EAST SIDE OF HAMNER AVENUE BETWEEN BELLEGRAVE

AND CANTU GALLEANO RANCH ROAD

RECOMMENDATION: ADOPT A RESOLUTION APPROVING PARCEL MAP NO. 36487 PROJECT NO. 11-0271, ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING PARCEL MAP NO. 36487 (PROJECT 11-0271)

BACKGROUND

Staff has reviewed and recommends approval of Parcel Map No. 36487 consisting of 205 gross acres, with the first stage comprising of two, one million square foot logistics facilities and the second phase is planned to include a hospital, retail center and business park. This Parcel Map has been examined and checked for compliance with City of Eastvale ordinances and the State of California Subdivision Map Act. The City Engineer has checked the Parcel Map for substantial compliance with the Tentative Parcel Map 36487 approved on November 12, 2014.

A Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. All of the bonds and insurance required under this agreement have been satisfactorily provided. Public rights-of-way and public easements are included for dedication. An acceptable Soils Report required by the Subdivision Map Act has also been provided, and the monuments shown on the Final Map will be set and field checked by the project surveyors. All Conditions of Approval have been satisfied or will be satisfied upon completion of the improvements required and secured within the Subdivision Improvement Agreement and associated bonds.

DISCUSSION

Tentative Parcel Map 36487 was approved with conditions by the City of Eastvale on November 12, 2014 and is located between I-15 and Hamner Avenue and Cantu-Galleano Ranch Road and Bellgrave Avenue. Access is from Hamner Avenue, Cantu-Gallenano Ranch Road by way of a new roadway called Goodman Way.

The project has been graded and Tarpon Realty, aka Goodman Birtcher is developing in accordance with the previously approved Goodman Commerce Center Specific Plan.

Jurupa Community Services District will own, operate and maintain the water and sewer systems, and provide administrative and maintenance services for the landscape maintenance and irrigation of Hamner Avenue median between Bellegrave Avenue and Cantu Galleano Ranch



ITEM 8.2

Road; and the street lighting along the roadway system. A community services district will be formed to provide a funding mechanism for the maintenance of Goodman Way as required by a condition of approval.

FISCAL IMPACT

There will be no impact to the General Fund, other than normal maintenance cost for maintaining Hamner Avenue, Cantu Galleano Ranch Road and Bellegrave Avenue after project acceptance. Long term maintenance of the streets and appurtenances is the City's obligation and funding from Gas Tax and Measure A (maintenance) will be used to meet this obligation.

ATTACHMENTS:

- 1. Resolution 16-XX
- 2. Exhibit 'A' Vicinity Map and Location Map

Prepared by: Joe Indrawan, City Engineer Reviewed by: John Cavanaugh, City Attorney Reviewed by: Michele Nissen, City Manager

RESOLUTION NO. 16-XX

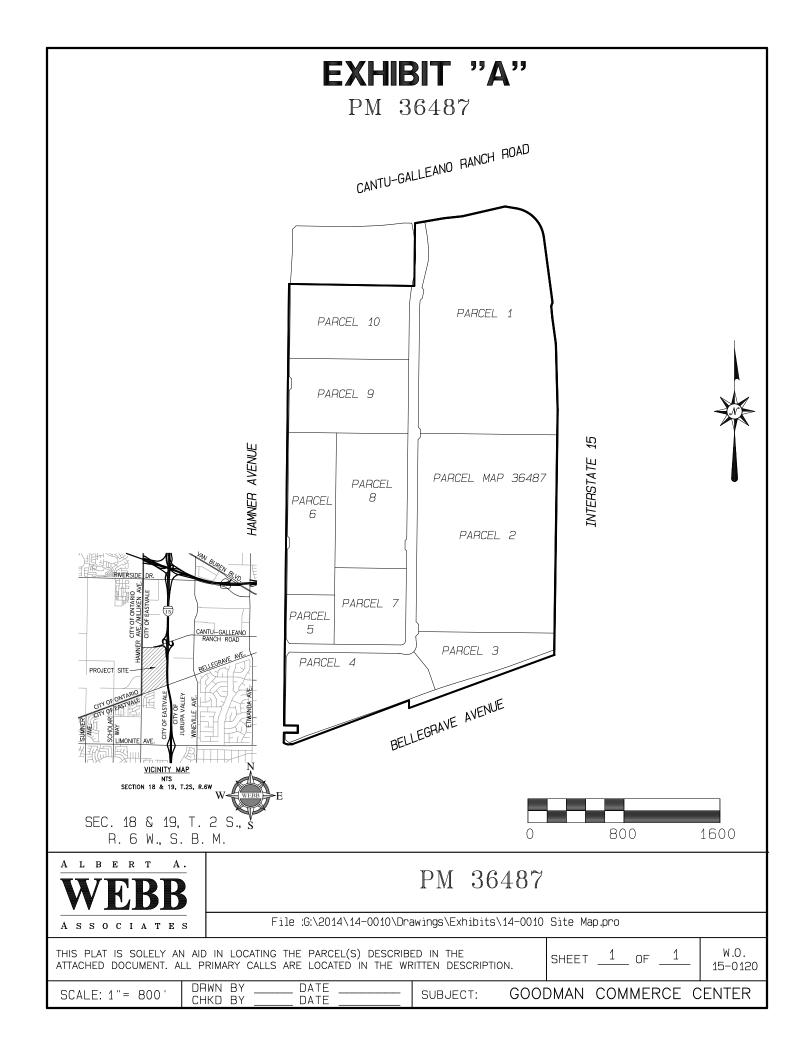
A RESOLUTION OF THE CITY COUCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING PARCEL MAP NO. 36487 (PROJECT 11-0271)

BE IT RESOLVED AND ORDERED, that the City Council of the City of Eastvale pursuant to Government Code Section 66458, hereby approves Parcel Map No. 36487, a copy of which is hereby attached and made part of this Resolution; submitted at the Eastvale City Council meeting in connection with Tarpon Property 2 LLC, a Delaware Limited Liability Company:

BE IT FURTHER RESOLVED AND ORDERED, that the City Council of the City of Eastvale herby approves the Subdivision Agreement for Subdivision No. 36487 with Tarpon Property 2 and authorizes the Mayor to sign the agreement on behalf of the City Council.

PASSED, APPROVED AND ADOPTED this 27th day of April, 2016.

	Ike Bootsma, Mayor
APPROVED AS TO FORM:	ATTEST:
John E. Cavanaugh, City Attorney	Marc Donohue, City Clerk
STATE OF CALIFORNIA) COUNTY OF RIVERSIDE) § CITY OF EASTVALE)	
certify that the foregoing City Council Resolut	cil of the City of Eastvale, California, do hereby ion, No. 16-XX, was duly adopted by the City regular meeting thereof held on the 27 th day of
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Marc Donohue, City Clerk





ITEM 8.3

DATE: APRIL 27, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: GEORGE ALVAREZ, MANAGER OF PUBLIC WORKS

SUBJECT: AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

FOR CITYWIDE TRUCK ROUTE STUDY

RECOMMENDATION: APPROVE AN AGREEMENT WITH MINAGAR & ASSOCIATES, INC. TO CONDUCT A CITYWIDE TRUCK ROUTE STUDY

BACKGROUND

The City of Eastvale contains several land use that generate truck trips along the along the outskirts of the City, namely in the northeastern area near SR 60 and I-15, in the northwest part of the City, and commercial uses in the Cloverdale Marketplace, and the I-15 interchange at Limonite Avenue. In addition, the adjacent cities generate inbound and outbound sub regional truck traffic through the City of Eastvale. In order to direct truck traffic flows along the appropriate street network and to prevent trucks from impacting local neighborhoods and schools in the City, designated truck routes and weight restrictions need to be implemented.

On January 25, 2016, Request for Proposals (RFP) were issued for professional engineering services for Citywide Truck Route Study. Proposals were due on February 18, 2016, and three proposals were received. Public Works staff evaluated the proposals based on key personnel, understanding of the study, related experience, and schedule. The highest rated firm is Minagar & Associates, Inc based on their qualifications, understanding of the need to designate truck route, and experience. Staff recommends that the City Council approve and agreement with Minagar & Associates, Inc for an estimated total amount of \$37,200 including a 10% contingency.

DISCUSSION

The City of Eastvale currently has no designated truck routes. In order to designate truck routes in the City, a study must be conducted to provide background information and recommendations on establishing truck routes. The primary focus of the study is identification of existing polices and regulations of federal, state, and local that govern truck operations, and identification of truck routes in the City based on appropriate criteria. The study will recommend specific truck routes, and gross vehicle weight limitations. The study will also provide the basis for the City's commercial vehicles and truck regulations through ordinances so that commercial and industrial areas within the City limits can be served while prohibiting and industrial areas with the City limits can be served while prohibiting commercial vehicles and trucks from using certain roadways within residential or school zones areas.



ITEM 8.3

A total of three firms submitted proposals and their rankings and fees are listed below:

Rank	Firm	Fee
1	Minagar & Associates, Inc	\$33,763
2	KOA Corporatopm	\$63,008
3	Iteris	\$57,870

The highest rated firm is Minagar & Assocates, Inc. The firm has an excellent understanding of the City's circulation system, the commercial and industrial land uses, and an understanding of the current truck laws in the State, and the requirements, policies and regulations to establish truck routes. The Tuck Route Study will take approximately nine months to complete.

FISCAL IMPACT

The total estimate cost to conduct the study is \$37,200 including a 10 percent contingency. Funds are available in the current City Budget.

STRATEGIC PLAN IMPACT - None

ATTACHMENT

1. Professional Services Agreement

Prepared by: George Alvarez, Manager of Public Works

Reviewed by: John Cavanaugh, City Attorney Reviewed by: Michele Nissen, City Manager

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") is made and entered into this _27th day of April 2016, by and between the City of Eastvale ("City") and Minagar & Associates, Inc ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

This Agreement shall commence on May 16, 2016 and continuing thereafter through January 31, 2017, or unless sooner terminated by the parties as set out in Section 18 below.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" "FEE SCHEDULE" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", "FEE SCHEDULE" unless such additional services are authorized in advance and in writing by the Council or City Manager. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- (a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBITS "A".
- (b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.
- (c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.
- (d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

(e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within Sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 14 and 15, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original studies, assessments, reports, data, plans, specifications, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original studies, assessments, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

- (a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.
- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- (c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of

such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

- (a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.
- (b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any elected or appointed boards, officers, officials, employees or agents of CITY shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.
- (c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. CONFLICTS OF INTEREST.

- (a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.
- (b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 13. CONFIDENTIAL INFORMATION: RELEASE OF INFORMATION.

- (a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.
- (b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- (c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorney fees, caused by or incurred as a result of CONSULTANT's conduct.
- (d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 14. INDEMNIFICATION.

- (a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.
- (b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.
- (c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 15. INSURANCE.

- A. <u>Insurance Requirements</u>. CONSULTANT shall provide and maintain insurance, acceptable to the City Attorney, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:
- B. Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation

against the City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

C. <u>Commercial General</u> Automobile Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claimsmade basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

D. Professional Liability Insurance.

<u>General requirements.</u> Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

<u>Claims-made limitations.</u> The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least

five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

E. All Policies Requirements.

<u>Acceptability of insurers.</u> All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

<u>Verification of coverage.</u> Prior to beginning any work under this Agreement, Consultant shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

<u>Deductibles and Self-insured Retentions.</u> Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of City Manager or designee, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager or designee may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

<u>Subcontractors.</u> Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

<u>Variation.</u> City Manager or designee may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 16. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 17. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this

AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 18. TERMINATION OF AGREEMENT.

- (b) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.
- (c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.
- (d) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.
- (e) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 19. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 20. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", "FEE SCHEDULE" shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 21. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:	<u>Michele Nissen</u> City Manager
To CONSULTANT:	
	Attn:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 22. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

The City Council has authorized the undersigned to execute this AGREEMENT.

SECTION 23. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 24. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 25. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 26. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside.

SECTION 27. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any

provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 28. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBIT "A" are the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any parties which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY.

CITY OF FACTUAL F

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONCLUTANT.

CIT OF EASTVALE	CONSOLIANI.
By Ike Bootsma, Mayor	By
ATTEST:	
Mark Donohue, City Clerk	
APPROVED AS TO FORM:	
John E. Cavanaugh, City Attorney	



ITEM 8.4

DATE: APRIL 27, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHELE NISSEN, CITY MANAGER

SUBJECT: RENEWAL OF CONTRACT WITH CALFIRE FOR FIRE

PROTECTION SERVICES

RECOMMENDATION: APPROVE COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF EASTVALE FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES IN THE AMOUNT OF \$3,299,903.00

BACKGROUND

The City of Eastvale initially entered into an agreement with the County of Riverside for Fire Protection Services in October of 2011. At that time, the City and County had an annual agreement for services. During the 12/13 fiscal year, the County did not come to agreement on language with the State of California (CalFire) and provided a letter to the City that extended the agreement through fiscal year 12/13. The agreement was hence renewed for a period of three years from July 1, 2013 through June 30, 2016. Each year the City and County agree upon the level of service to be provided to the City and amend the agreement.

DISCUSSION

During the 2013-14 budget process, the City Council authorized the addition of a new paramedic unit at Station 27 and began sharing a Fire Safety Specialist with the City of Norco. These additional services have enhanced the safety of the community. A new paramedic unit was purchased and put into operation in 2013 and the City also began construction of our 2nd Fire Station (Fire Station #31) in 2015. The City also purchased a second Fire Truck to serve at the new Fire Station #31 upon station opening in late 2016. The City has already paid for the new fire truck. The County agreement includes a Fire Engine Use Agreement (Attachment C) to ensure that a working fire engine(s) is available for the City at all times.

FISCAL IMPACT

Funds for fire services are paid from the City's Fire Fund, which comes from a portion of the City's property tax allocated for fire service. The \$3,299,903.00 cost of services has been budgeted for this expenditure in the fiscal year 2016-17 budget which will be adopted prior to June 30, 2016.



ITEM 8.4

STRATEGIC PLAN IMPACT - None

ATTACHMENT

1. Cooperative Agreement with the County of Riverside

Prepared by: Michele Nissen, City Manager Reviewed by: John Cavanaugh, City Attorney

A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF EASTVALE

THIS AGREEMENT, made and entered into this day of	 ,
2016, by and between the County of Riverside, a political subdivision of th	e State of
California, on behalf of the Fire Department, (hereinafter referred to as "COUNT"	Y") and the
City of Eastvale a duly created city, (hereinafter referred to as "CITY"), wh	ereby it is
agreed as follows:	-

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

- A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.
- B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".
- C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

- A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.
- COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) _days of the notice provided pursuant to this section.
- C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.
- D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses

occurring after signing this Agreement and set forth in Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

 E. Chief may be authorized to negotiate and execute any amendments t
Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of
Supervisors. CITY shall designate a "Contract Administrator" who shall, under th
supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" o
behalf of CITY.

F. Additional terms as additionally apply to	set forth in the	attached	Exhibit "B" ar			0 /
G	[Y] (Check only if	annlicable a	and nlease initia	to acknowledge	Additional	terms

- G. _____[X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.
- H. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day; or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND AMENDMENT

- A. The term of this Agreement shall be from July 1, 2016, to June 30, 2018.
- B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted

for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of Eastvale from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of

an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

- A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
 - B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY,

shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF EASTVALE
City Manager
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated:	CITY OF EASTVALE
	By:
	Title:
ATTEST:	APPROVED AS TO FORM:
Ву:	
Title:	<u> </u>
(SEAL)	
Dated:	COUNTY OF RIVERSIDE
	By: Chairman, Board of Supervisors
ATTEST:	APPROVED AS TO FORM:
KECIA HARPER-IHEM Clerk of the Board	GREGORY P. PRIAMOS, County Counsel
By: Deputy	By: ERIC STOPHER Deputy County Counsel
(SEAL)	

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EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF EASTVALE ESTIMATE DATED MARCH 8, 2016 FOR FY 2016/2017 THROUGH 2017/2018

ESTIMATED CITY EXHIBIT "A" BUDGET

FISCAL YEAR 2016/2017 \$3,299,903

FISCAL YEAR 2017/2018 \$3,478,300

TOTAL CITY BUDGET **ESTIMATES FO**R 2016/2017 THROUGH 2017/2018 \$6,778,203

FY 2017 ESTIMATE

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF EASTVALE ESTIMATE DATED MARCH 8, 2016 FOR FY 2016/2017

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
STA #27 Medic Engine Medic Squad Fixed Relief	408,888 0 204,444	2.0 0.0 1.0	0 0 0	0.0 0.0 0.0	349,618 174,809 174,809	2.0 1.0 1.0	0 196,043 0	0.0 1.0 0.0	0 0 0	0.0 0.0 0.0	339,571 339,571 169,785	2.0 2.0 1.0	1,098,077 710,423 549,038	6.0 4.0 3.0
SUBTOTALS SUB	613,333 TOTAL STAFF	3	0	0	699,235	4	196,043	1	0	0	848,926	5	2,357,537	13
FIRE SAFETY SPECI FIRE SYSTEMS INSF (FSS & FSI Positions	PECTOR (PCN	00051	714)				140,759 122,031						70,379 61,015 131,395	0.5 0.5 13.5
) 	Administrative/C Volunteer Progr Medic Program Battalion Chief Fleet Support ECC Support Comm/IT Support Facility Support Hazmat Allocati	am Suppo ort on					7,658 75,164	Per Er per as .27 FT per Fii Calls/S	ssigned Staf ntity Allocati ssigned Med E per Statio re Suppress Station Basi Station Basi ned Staff/Sta	on lics on sion E s s		_	276,708 7,658 42,503 75,164 54,970 92,074 156,486 10,812 29,006 745,381	13.30 1.0 6.00 1.00 1.00
ESTIMATED DIRECT FIRE ENGINE USE A							25,331	each e	engine				40,260 25,331	1
-	TOTAL STAFF	COUN	NT										-	13
-	TOTAL ESTIMA	ATED	CITY BUDG	ET								_	\$3,299,903	

SUPPORT SERVICES

Administrative & Operational Services

Finance Training Data Processing Accounting Personnel Procurement
Emergency Services
Fire Fighting Equip.
Office Supplies/Equip.

13.0 Assigned Staff
0.30 Battalion Chief Support
13.30 Total Assigned Staff

1.00 Fire Stations

2,504 Estimated Number of Calls

6 Assigned Medic FTE

2 Monitors/Defibs

1 Hazmat Stations

18 Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 16/17 POSITION SALARIES TOP STEP

304,607	DEPUTY CHIEF	25,331	FIRE ENGINE
300,511	DIV CHIEF	20,805	SRVDEL
244,156	BAT CHIEF	7,658	VOL DEL
204,444	CAPT	6,425	MEDIC FTE
227,317	CAPT MEDIC	1,975	MEDIC MONITORS/DEFIBS REPLACEMENT
174,809	ENG	75,164	BATT DEL
196,043	ENG/MEDIC	16,626	ECC STATION
158,260	FF II	30.13	ECC CALLS
169,785	FF II/MEDIC	54,970	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	28,255	COMM/IT STATION
140,759	FIRE SAFETY SPECIALIST	51.21	COMM/IT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,404	FACILITY STATION
71,843	OFFICE ASSISTANT III	646.77	FACILITY FTE
72,531	SECRETARY I	3,731	HAZMAT STATION
		1,294.48	HAZMAT CALLS
		1,974	HAZMAT VEHICLE REPLACEMENT

FY 16/17 DIRECT BILL ACCOUNT CODES

Cellular Phone

520230

520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

FY 2018 ESTIMATE

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF EASTVALE ESTIMATE DATED MARCH 8, 2016 FOR FY 2017/2018

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
STA #27 Medic Engine Medic Squad Fixed Relief	429,333 0 214,666 643,999 TOTAL STAFF	2.0 0.0 1.0	0 0 0 0	0.0 0.0 0.0	367,098 183,549 183,549 734,197	2.0 1.0 1.0	0 205,845 0 205,845	0.0 1.0 0.0	0 0 0 0	0.0 0.0 0.0	356,549 356,549 178,275 891,373	2.0 2.0 1.0	1,152,980 745,944 576,490 2,475,414	6.0 4.0 3.0
FIRE SAFETY SPEC FIRE SYSTEMS INS (FSS & FSI Position	CIALIST (PCN (PECTOR (PCN	00006 N 0005	51714)	0		4	147,796 128,132	each		0		5	73,898 64,066 137,964	13 0.5 0.5 13.5
SUPPORT SERVI	Administrative Volunteer Pro Medic Program Battalion Chie Fleet Support ECC Support Comm/IT Sup Facility Suppo Hazmat Alloca	gram m f Supp port rt ation					8,194 80,426	Per E per as .27 Fi per Fi Calls/	ssigned Staf ntity Allocati ssigned Med TE per Static re Suppress Station Basi Station Basi ned Staff/Sta	on ics on ion E s s		_	296,077 8,194 45,478 80,426 58,818 98,519 167,440 11,569 31,036 797,557	13.30 1.0 6.00 1.00 1.00
ESTIMATED DIRECT							27,104	each	engine				40,260 27,104	1
	TOTAL STAF			GET								_	\$3,478,300	13

SUPPORT SERVICES

Administrative & Operational Services

Finance Training Data Processing Accounting Personnel Procurement
Emergency Services
Fire Fighting Equip.
Office Supplies/Equip.

13.0 Assigned Staff
0.30 Battalion Chief Support
13.30 Total Assigned Staff

1.00 Fire Stations

2,504 Estimated Number of Calls

6 Assigned Medic FTE

2 Monitors/Defibs

1 Hazmat Stations

18 Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 17/18 POSITION SALARIES TOP STEP

319,838	DEPUTY CHIEF	27,104	FIRE ENGINE
315,537	DIV CHIEF	22,261	SRVDEL
256,364	BAT CHIEF	8,194	VOL DEL
214,666	CAPT	6,875	MEDIC FTE
238,682	CAPT MEDIC	2,113	MEDIC MONITORS/DEFIBS REPLACEMENT
183,549	ENG	80,426	BATT DEL
205,845	ENG/MEDIC	17,789	ECC STATION
166,173	FF II	32.24	ECC CALLS
178,275	FF II/MEDIC	58,818	FLEET SUPPORT
154,171	FIRE SAFETY SUPERVISOR	30,233	COMM/IT STATION
147,796	FIRE SAFETY SPECIALIST	54.79	COMM/IT CALLS
128,132	FIRE SYSTEMS INSPECTOR	2,573	FACILITY STATION
75,435	OFFICE ASSISTANT III	692.05	FACILITY FTE
76,158	SECRETARY I	3,992	HAZMAT STATION
	1	,385.09	HAZMAT CALLS
		2,112	HAZMAT VEHICLE REPLACEMENT

FY 17/18 DIRECT BILL ACCOUNT CODES

Cellular Phone

520230

542060

520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities

Improvements-Building

EXHIBIT "C"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL AID FOR THE CITY OF EASTVALE DATED MARCH 8, 2016

PAYMENT FOR SERVICES

ADDITIONAL SERVICES FIRE ENGINE USE AGREEMENT

Station 27

Engine 27, RCO No. 07-853

\$ 25,331.00

\$ 25,331.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$506,625.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.



ITEM 8.5

DATE: APRIL 27, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOHN CAVANAUGH, CITY ATTORNEY

SUBJECT: BY-DISTRICT ELECTIONS FOR CITY COUNCILMEMBERS

RECOMMENDATIONS:

1. REVIEW THE STAFF REPORT AND PRESENTATION BY NATIONAL DEMOGRAPHICS CORPORATION;

2. ADOPT A RESOLUTION WITH ATTACHED SCHEDULE SET OUT FOR MOVING TO BY-DISTRICT VOTING IN TIME FOR THE NOVEMBER, 2016 ELECTION, ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEDURES FOR ESTABLISHING AND IMPLEMENTING BY-DISTRICT ELECTIONS FOR CITY COUNCIL MEMBERS, INCLUDING SPECIFYING CRITERIA FOR ESTABLISHMENT OF THOSE VOTING DISTRICTS

- 3. SET THE FIRST PUBLIC HEARING IN THE PROCESS FOR WEDNESDAY, MAY 11, 2016 AND;
- 4. REQUEST THAT STAFF NOTICE SUCH PUBLIC HEARING AND POST RELATED DOCUMENTS ON THE CITY WEBSITE.

BACKGROUND AND DISCUSSION

On April 4, 2016, the City received a letter similar to that received by a number of other Inland Empire cities; the letter threatens litigation (in this case by the Mexican American Legal Defense and Educational Fund ("MALDEF") if the City did not move to by-district voting for the November, 2016, general. That letter alleges that the City's present at-large voting system (specifically adopted upon incorporation) violates the California Voting Rights Act ("CVRA").

Based upon the CVRA, the City Council has instructed staff to move forward immediately with the process of dividing the City into five single-member districts for City Council elections. The other possible alternative is four districts with a Mayor elected at-large for a two or four year term. The City Council has determined to commence the process to move to district elections to avoid spending tax dollars in the defense of a potentially extremely expensive lawsuit and to confirm compliance with the CVRA. Although the schedule is aggressive, staff and the Council believe that the change can be implemented in a timely manner, as set out in the schedule attached to the Resolution.



ITEM 8.5

The City currently uses an at-large method of election in which all voters vote for all City Council candidates. In the "by-district system" a candidate must live in the district he or she wishes to represent and is elected only by the voters in that district. The Council will use a new law, effective January 1, 2016, that permits city councils of cities with a population of fewer than 100,000 people to change from at-large voting to by-districts (or by-districts with a Mayor at large) through adoption of a city ordinance. (See Govt. Code Section 34886). The City's electoral districts still must be created in accordance with federal and state requirements; those requirements include three noticed public hearings.

Presently, there have been a number of similar legal threats and reactions in the Inland Empire; i.e. some smaller cities are in the process of changing (Chino, Hemet, Wildomar); some are putting it on this November's ballot because of size or charter city status (Corona, Upland and Rancho Cucamonga), or some have received threats but not yet decided what they will do (Banning, Victorville, Apple Valley, Hesperia). For example, after receiving a similar letter (different law firm) in January, 2016, on March 9, 2016, Wildomar held the first reading of an ordinance in time to establish five voting districts for the November, 2016 election.

California Voting Rights Act:

The most recent Federal decennial census is used to determine population under the CVRA (Elections Code Section 14025 et seq). National Demographics Corporation, ("NDC") will make a presentation of Eastvale's demographics. It is not clear that there is evidence of "racially polarized voting" as defined under Elections Code Section 14026(d). It appears, although unconfirmed, that an unsuccessful Latino candidate has made that assertion. (See Elections Code Section 14028(b)).

If the court finds against a city in a challenge to the city's at-large voting system, the city must pay the plaintiff's attorneys, experts, and other expenses. Since 2002, at least 195 cities in California have changed from at-large to by district voting because of the CVRA. To date, no city has challenged the CVRA successfully.

Process for Determining Districts:

Govt. Code Sections 34870 and following set out the process for a City with at-large voting to change to a "by-district" election system. As noted, Eastvale may do so by ordinance adopted by the City Council, although the ordinance is subject to referendum. The process involves the use of state and federal election rules applied to demographic and related information to determine equal-sized voting districts.

- a. <u>Number of Districts</u>: Five, seven or nine districts with the mayor elected by the council members or four, six or eight districts with the mayor elected at-large (Govt. Code Section 34871). The number of districts is determined by the size of the city; the population in each district generally must be equal.
- b. Permissible Criteria to Establish Voting District Boundaries:



ITEM 8.5

- 1. Each district generally must be equal in population with no more than a 10% deviation in population between districts. (Elections Code Section 21601).
- 2. Race may be considered in setting district boundaries but cannot be the main criterion and there can be no gerrymandering.
- 3. The Council also may consider topography, geography, cohesiveness, contiguity, integrity and compactness as well a community of interest. (Elections Code Section 21601)
- 4. Practically, other appropriate criteria include where current council members live, following political boundaries, use of census blocks, and location of streets and other facilities.
- c. <u>Public Input and Hearing Process</u>: Most cities changing to by-district voting include public input in the process. Unfortunately, the consultant has advised staff that there is not time to put in place an interactive website to allow the public to draw districts on line. However, that does not mean there will not be public input, which is proposed to consist of the following, at a minimum. Interested community groups in the community may provide additional methods of public input.
- 1. Posting information on the website regarding the districting process, including downloadable and printable maps which may be scanned, mailed or otherwise returned to the City or consultant, along with demographic information and other districting criteria, agendas, and proposed maps.
- 2. Translation of materials, notices and agendas into Spanish as is done with agenda materials. The consultant provides such translation.
- 3. Notice of each hearing will be given by posting on the website at least 10 days in advance of each hearing (and probably by posting all hearing at one time) and by publication in an adjudicated newspaper for the City at least 10 days before each hearing.
- 4. Issuance of a press release that may lead to an article in the local paper that will include information and a map or maps.

At the first public hearing on May 11 as well as the second on May 25, the public will have an opportunity to provide input and comments from the public on the NDC draft maps and on any draft maps the public has submitted. At the third public hearing, proposed for June 8, the Council will determine/confirm and vote on an urgency ordinance setting the voting districts. A proposed schedule is attached to the Resolution.

d. <u>Election of Council Members</u>: A change to by-district voting does not cut short current council terms; terms remain four years. (Govt. 21601). (The exception here would be a Mayor elected at-large for a two year term). The districting ordinance applies prospectively: when a council seat is up for re-election, the ordinance will apply, i.e. the Council member must be a registered voter in the district that he/she will represent. (See Elections Code Section 21602).

For example, assuming that five districts were drawn in Eastvale, a number would be assigned to each district. Where a council member's term will expire at the first election after district voting



ITEM 8.5

is in place, that district will elect the next council member (incumbent or otherwise) from that district, rather than citywide. (See Govt. Code Section 34883; Elections Code Section 21606). Assuming Eastvale switches to District voting for November 2016, there will be three seats elected by-district. The remaining two districts would have elections in November 2018. Were the council to fill a vacancy in one of those two seats after the ordinance becomes effective, a person qualified within that district must fill it.

The candidate elected from a district must be a registered voter in the district at the time nomination papers are issued, i.e. no later July 18, 2016 for a November, 2016 election.

e. <u>Adjustment of District Boundaries</u>: Once established, district boundaries must be reviewed, at a minimum, every 10 years after the federal census, or when there is a changing the city's boundaries. (See Elections Code Sections 21603 and 21604).

The City Manager and City Attorney have retained National Demographics Corporation and Justin Levitt. Mr. Levitt assists Douglas Johnson, a demographer who will assist in developing the schedule for hearings, Council actions and other necessary steps for the Council to consider in the preparation of an ordinance pursuant to Government Code 34886(a) requiring members of the City Council be elected "by-district".

FISCAL IMPACT

City Staff and Consultant Time and Expenses.

STRATEGIC PLAN IMPACT – None

ATTACHMENTS

- 1. Resolution No.16-XX
- 2. NDC Introduction to 2016 Districting Presentation

Prepared by: John Cavanaugh, City Attorney Reviewed by: Michele Nissen, City Manager

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, INITIATING PROCEDURES FOR ESTABLISHING AND IMPLEMENTING BY-DISTRICT ELECTIONS FOR CITY COUNCIL MEMBERS, INCLUDING SPECIFYING CRITERIA FOR ESTABLISHMENT OF THOSE VOTING DISTRICTS

WHEREAS, members of the City Council of the City of Eastvale ("City") currently are elected in "at-large" elections, in which each City Council member is elected by all registered voters of the entire city; and

WHEREAS, the City was incorporated with a provision for such at-large elections and has used such a voting system in all past City Council elections; and

WHEREAS, California Government Code section 34886, effective January 1, 2016, Authorizes the City Council of a city with a population of fewer than 100,000 people, to change the city's method of election by ordinance, with certain formalities, to a "by- district" system in which each City Council member is elected only by the voters in the district in which that candidate resides or four candidates are elected from districts and the Mayor is elected at large for a two or four year term; and

WHEREAS, on or about April 4, 2016, the City received a letter asserting that it's atlarge electoral system violates the California Voting Rights Act ("CVRA") and threatening litigation if the City declined to adopt by-district elections in time for the November 2016 general election; and

WHEREAS, the City Council issued direction based upon the CVRA to commence the process to establish by-district elections to avoid spending tax dollars in the defense of a potentially extremely expensive lawsuit; and

WHEREAS, the City will work with an experienced demographer to assist the City in establishing a by-district electoral system; and

WHEREAS, at its April 27, 2016 meeting, the City Council adopted Resolution No. 16-XX formally initiating the process of establishing by-district elections for City Council, beginning in November 2016, and approving a timeline for conducting a public process and adopting an appropriate ordinance pursuant to Government Code section 34886; and

WHEREAS, pursuant to that timeline, on April 27, 2016, at a noticed regular meeting, the City Council and the public received presentations regarding the current demographics of the City under the 2010 census as well as the legal and policy criteria and procedures governing conversion to by-district voting; and

WHEREAS, the City Council has fully considered the presentations of its consultant and any public comments received; and

WHEREAS, the City Council now also wishes to adopt criteria to guide the establishment of electoral districts consistent with legal requirements, including reasonably equal population and Section 2 of the federal Voting Rights Act, as well as other concerns and considerations important to the City.

NOW, THEREFORE, BE IT RESOLVED as follows:

- A. The above recitals are true and correct.
- B. The City Council hereby resolves to adopt a by-district election system by ordinance as authorized by Government Code section 34886 for use in the City's General Municipal Election for City Council Members in November 2016.
- C. The City Council hereby approves the tentative timeline contained in Exhibit A hereto, and incorporated by this reference, for conducting a public process to solicit public input and testimony on proposed by-district electoral plans before adopting any such plan. This timeline contained in Exhibit A shall be subject to adjustment by the City Council as it deems necessary, provided that such adjustments shall not prevent the City from meeting its goal of finalizing the change to by-district elections in time for the November 2016 elections.
- D. The City Council hereby adopts the criteria identified in Exhibit B, attached to this Resolution and incorporated by this reference, as criteria to guide the establishment of electoral districts for the 2016 City Council elections.
- E. The City's redistricting/demographic consulting firm, acting under the supervision of the City Manager, is hereby authorized and directed to formulate one or more electoral district plan scenarios based upon the criteria specified in Exhibit A for review by the public and by the City Council at three public hearings (or more if necessary), in accordance with the adopted timeline.
- F. Working with the demographic consulting firm, staff is directed post relevant maps, information, notices, agendas and other materials regarding by-district elections and to establish means of communication to answer questions from the public; in addition, the consultant will provide a downloadable map of the city which may be used by the public to draw suggested District boundaries and then returned to the City or consultant. Such materials shall be in both Spanish and English.
- G. All three public hearings to be held shall be noticed as follows: posting on the City website at least 10 calendar days in advance of the hearing and publication at least 10 days in advance of the hearing in the newspaper adjudicated to provide notice within the City.
- H. The City Manager is authorized to take any and all other necessary action to give effect to this Resolution.

PASSED, APPROVED AND ADOPTED this 27th day of April, 2016.

Ike Bootsma, Mayor
ATTEST:
Marc Donohue, City Clerk
uncil of the City of Eastvale, California, do hereby blution, No. 16-XX, was duly adopted by the City at a regular meeting thereof held on the 27 th day of
Marc Donohue, City Clerk
)

EXHIBIT A

TENTATIVE TIMELINE FORADOPTION OF "BY-DISTRICT" ELECTION METHOD

1. April 27, 2016 – Regular City Council Meeting

City Council receives presentations regarding legal considerations and appropriate policy criteria governing districting, and by demographic consultant regarding City demographics.

Council then initiates process of adopting a "by-district" method of election; approves the retention of a qualified demographic consultant and provides for districting criteria and public input; and requests that staff notice three public hearings for the dates set out below

- 2. By May 4 if not sooner Initial draft of district plans to be made publicly available by posting on City's website for public consideration and/or hard copies made available at appropriate public location such as City Hall), including translations
- 3. <u>May 11, 2016</u> First public hearing on re-districting at regular City Council meeting Demographic consultant to present initial draft of district plans to Council and public

Council holds first public hearing on draft plans; Council may request modifications to any of the plans.

- 4. May 27, 2016 Second public hearing on re-districting at regular City Council meeting Consultant prevents revised plans; Council holds second public hearing on district plans; Council may request modifications to any of the plans.
- 5. June 8, 2016 Third public hearing at regular City Council meeting

Council holds third public hearing on district plans; City Council then adopts urgency ordinance establishing a "by-district" method of elections and setting election schedule in districts. (Gov. Code §§ 34886(a) and 34878.)

June 9, 2016 – Last date to submit materials to the Registrar of Voters

July 18-Aug. 12, 2016 Nomination filing period for City Council candidates

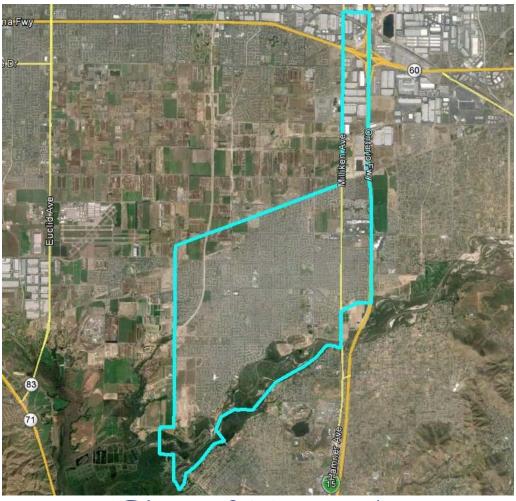
November 8, 2016 First election using new by-district election system.

EXHIBIT B DISTRICTING CRITERA

The Council shall determine the number of districts and the issue of an elected Mayor at-large. Thereafter

- 1. The boundaries of the electoral districts shall be established so that the electoral districts are equal in population as defined by law.
- 2. The boundaries of the electoral districts shall not be gerrymandered in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.
- 3. The boundaries of the electoral districts shall be established so that the electoral districts do not result in a denial or abridgement of the right of any citizen to vote on account of race or color as provided in Section 2 of the federal Voting Rights Act.
- 4. The boundaries of the electoral districts shall observe communities of interest as identified in public comment or identified by the City Council, including, but not social interests; agricultural, industrial or service industry interests; residential and commercial areas, location of city facilities and historical sites, and the like, insofar as practical.
- 5. The boundaries of the electoral districts shall be compact, insofar as practical.
- 6. The boundaries of the electoral districts shall be created to contain cohesive, contiguous territory, insofar as practical.
- 7. The boundaries of the electoral districts may observe topography and geography, such as the existence of mountains, flat land, forest lands, man-made geographical features such as major roadways as natural divisions between districts, insofar as practical.
- 8. Unless otherwise required by law, the electoral districts shall be created using whole census blocks, insofar as practical.
- 9. The boundaries of the electoral districts may avoid the "pairing" of incumbents in the same electoral district, insofar as this does not conflict with the constitution and laws of the State of California and the United States.
- 10. The boundaries of the electoral districts shall comply with such other factors which become known during the districting process and are formally adopted by the City Council.





City of Eastvale
Introduction to 2016 Districting

Justin Levitt, Vice President Douglas Johnson, President

C Proposed Process

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Date	Action
April 27	Presentation on map-drawing criteria, process and demographics
May 5	Draft Plans posted to City website in PDF and Interactive formats
May 11	First Council Public Hearing on Draft maps with discussion of alternatives
May 25	Second Public Hearing on Draft maps; Council selection of preferred map
June 8	Third Public Hearing on Draft maps; Introduction and adoption of Emergency Ordinance
Nov. 2016	Two Districts hold first by-district elections and at-large Mayor elected
Nov. 2018	Remaining Two Districts hold by-district elections



Proposed Districting Criteria

3

Federal Laws	Traditional Redistricting Principles
Equal Population	□ Communities of interest
□ Federal Voting Rights Act	□ Compact
□ No Racial Gerrymandering	□ Contiguous
	□ Visible (Natural & man-made) boundaries
	□ Respect voters' choices
	□ Planned future growth



4

City Demographics



City Demographics

5

Race/Ethnic Profile	Count	Percent
Total Population	53,683	
Latino	21,450	40%
NH White	12,721	24%
NH Black/African-American	5,158	10%
NH Native American	186	0%
NH Asian-American	13,322	25%
NH Pacific Islander	187	0%
NH Other	154	0%
NH Multi-Race	505	1%
Voting Age Population total	35,890	
VAP Latino	13,127	37%
VAP NH White	9,106	25%
VAP NH Black/African-American	3,427	10%
VAP NH Native American	140	0%
VAP NH Asian-American	9,620	27%
VAP NH Pacific Islander	129	0%
VAP NH Other	83	0%
VAP NH Multi-Race	258	1%
Citizen VAP total	31,348	
CVAP Latino	11,156	36%
CVAP NH White	8,343	27%
CVAP NH African-American	3,217	10%
CVAP NH Asian-American	8,085	26%
CVAP Other (incl. Nat. Amer. & Pac. Isl.)	547	2%

Voter Registration (Nov. 2014)	21,042	
Latino Reg	7,296	35%
Asian-Surnamed Reg.	2,195	10%
Filipino-Surnamed Reg.	637	3%
Voters Casting Ballots (Nov. 2014)	6,501	31%
Latino voters	1,857	29%
Asian-Surnamed voters	564	9%
Filipino-Surnamed voters	151	2%
Voters Casting Ballots (Nov. 2012)	13,740	65%
Latino voters	4,530	35%
Asian-Surnamed voters	1,098	17%
Filipino-Surnamed voters	353	5%

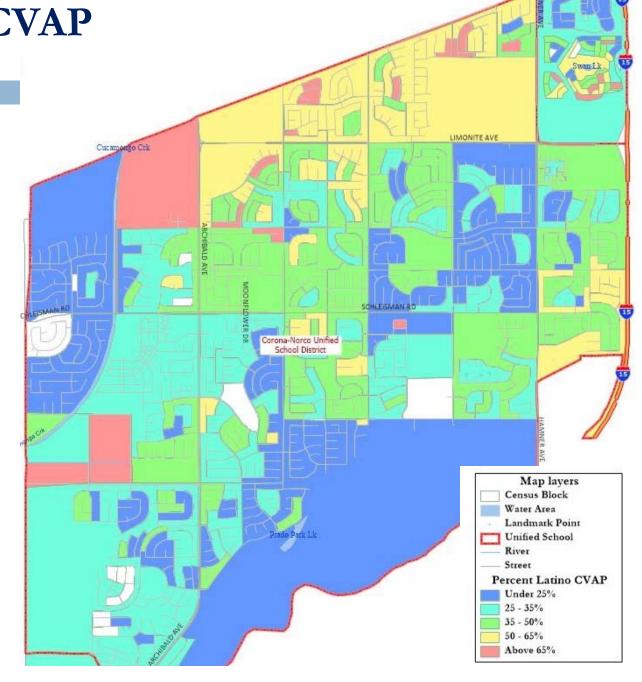
Sources: 2010 Census, California Statewide Database (2012 and 2014 November elections), 2009-2013 American Community Survey Special Tabulation of Citizen Voting Age data, and 2010-2014 American Community Survey data.

ACS Profile	Count	Percent
ACS Total Population	55,307	3%
Age 0 - 19	19,513	35%
Age 20 - 60	30,044	54%
Age 60+	5,750	10%
Age 65+	3,827	7%
Immigrant	17,055	31%
Age 5+	50,448	
Speaks English at home	25,057	50%
Speaks Spanish at home	13,015	26%
Speaks an Asian language at home	9,002	18%
Speaks other language at home	3,374	7%
Speaks English only "well" or less	9,631	19%
Age 25+	32,646	
Age 25+, no HS degree	4,414	14%
Age 25+, HS degree (only)	16,957	52%
Age 25+, bachelor degree (only)	7,446	23%
Age 25+, graduate degree (only)	3,829	12%
Households	13,027	
Income \$0-25k	874	7%
Income \$25-50k	1,371	11%
Income \$50-75k	1,798	14%
Income \$75-200k	7,809	60%
Income \$200k+	1,176	9%
Housing units	13,603	
Vacant	12,866	95%
Occupied	737	5%
Rented	576	4%
Owned	13,027	96%
Single-Family	2,806	22%
Multi-Family	10,221	78%



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Percentage of the Citizen Voting Age Population (CVAP) who are Latino.

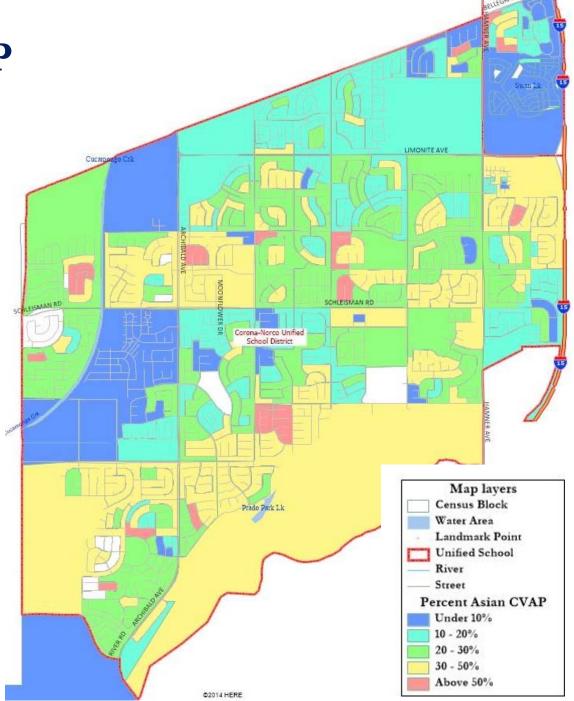




Asian CVAP

-

Percentage of the Citizen Voting Age Population (CVAP) who are Asian-American.

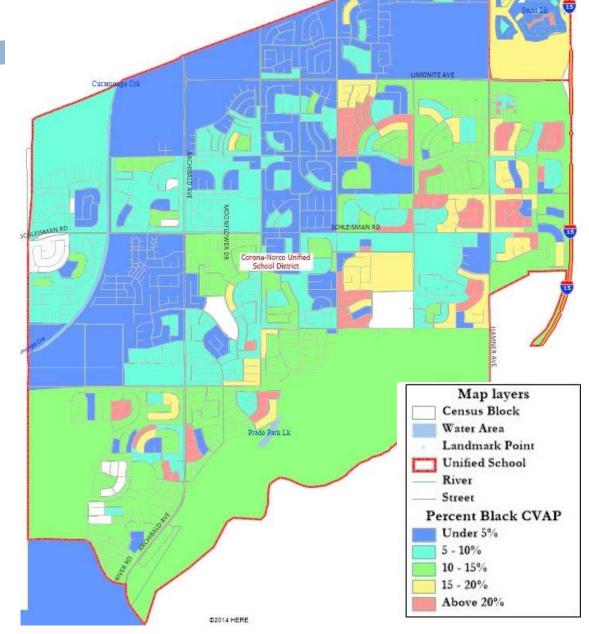




African-American CVAP

8

Percentage of the Citizen Voting Age Population (CVAP) who are African-American.

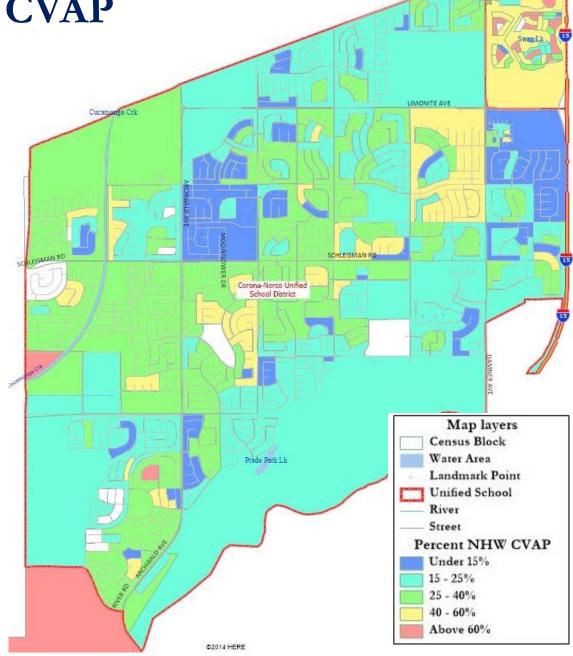




NH White CVAP

9

Percentage of the Citizen Voting Age Population (CVAP) who are Non-Hispanic White.

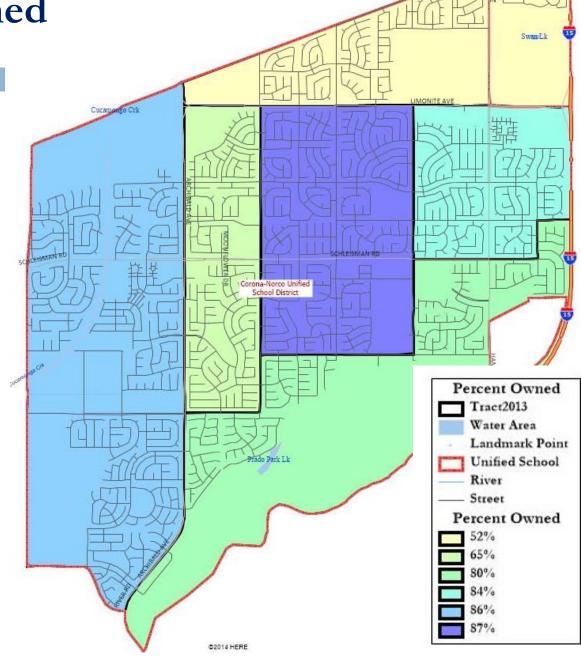




Units Owned

10

Percentage of Households occupied by the owner (not rented).

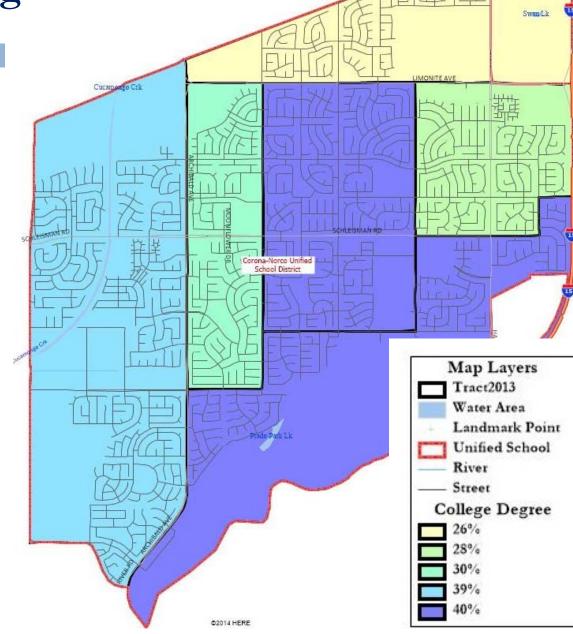




College Degrees

11

Percentage of residents age 25 and over who have college degrees.

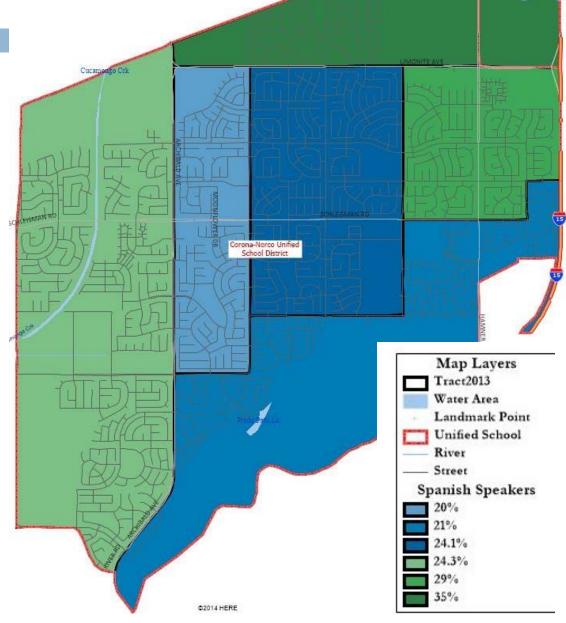




Spanish spoken at home

12

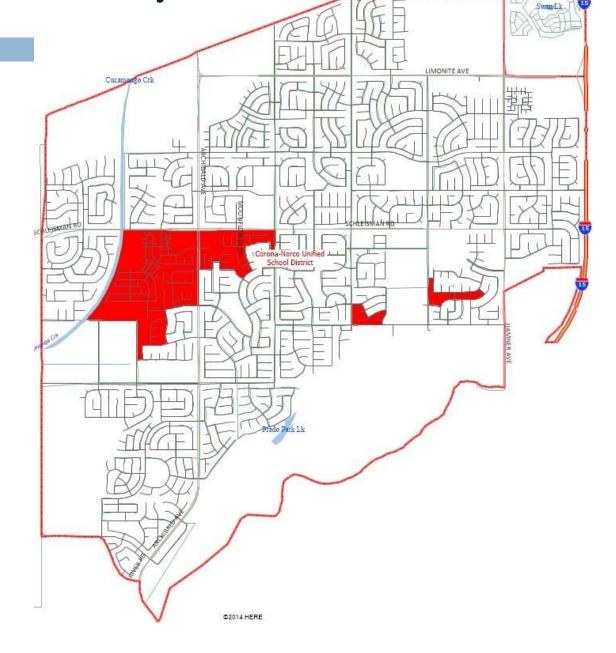
Percentage of Households where Spanish is spoken in the home.





Councilmembers by Block

Shading shows Census Block where each Councilmember resides (not the precise house).





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Community Engagement

Community Engagement "3 E's"

15

- 1. Engage the public
- 2. Educate the public
- 3. Empower the public
- □ Public comment hopefully will include:
 - Definitions of neighborhoods and "communities of interest"
 - Suggesting individual districts or entire plans
 - Sharing opinions on plans



Defining Communities

16

- □ There are many ways to define communities
- □ Best way to define a neighborhood remains to hear from the people who live there
- □ Some examples of communities of interest could include:
 - School attendance areas; housing developments; neighborhoods around parks; horse-friendly neighborhoods
- Some communities want to be unified to maximize their voice in single election. Others (often school attendance areas and senior living communities) want to be divided so they have multiple representatives on the

Council.



Discussion / Action

17

- Consideration of proposed map-drawing criteria
- Consideration of proposed schedule
- □ Discussion of communities and neighborhoods in Eastvale
 - What areas should be the "building blocks" of the Council districts?